

December 15, 2016

Attention: Susan Morales  
 EPA Region 10  
 1200 Sixth Avenue, Suite 900  
 Mailstop: ECL-112  
 Seattle, WA 98101



Dear Ms. Morales

Enclosed is a proposal for a US Environmental Protection Agency (EPA) FY17 Community-Wide Assessment (CWA) Brownfield Grant. The Oregon Cascades West Council of Governments (OCWCOG) as lead applicant is partnering with the cities of Newport and Toledo, Confederated Tribes of the Siletz Indians, and Lincoln County to request \$600,000 in Coalition brownfield assessment funding for FY17-FY19. Our application includes a request for \$300,000 in hazardous substance funding and \$300,000 in petroleum funding.

OCWCOG is an intergovernmental entity established in the mid-1960s. We currently have 25 member agencies including each of our four coalition partners. OCWCOG helps communities collaborate to solve problems and connects member governments, businesses and individuals with a wide array of resources. Over the years, OCWCOG has assisted our members in a variety of areas including Community and Economic Development. Our staff assists with community planning projects and tasks ranging from contract city planners to preparing specialized regional reports on community development issues. The OCWCOG's economic development role began in the 1970s with its designation as a federal and state recognized Economic Development District. In that role, the OCWCOG works to improve infrastructure and support economic growth.

Applicant ID	Oregon Cascades West Council of Governments	
Applicant DUNS No.	149-704-090	
Grant Type	Coalition	
Contamination and Funding Amount	\$600K in total funding: \$300K for hazardous substance and \$300K for petroleum	
Location	Within the Urban Growth Boundaries of Newport and Toledo, and adjoining portions of unincorporated Lincoln County	
Project Contact	Chief Executive	Project Director
Name, Title, and Organization	Fred Abousleman Executive Director OCWCOG	Seth Sherry Community & Economic Development Planner OCWCOG
Address	1400 Queen Avenue SE, Suite 205, Albany, OR 97332	
Phone Number	541.924.8465	541.924.8430
Email Address	fabousle@ocwcog.org	ssherry@ocwcog.org
Population	Newport – 10,045; Toledo – 3,449; Lincoln County – 46,138	
Poverty	Census data indicates that the poverty rate in Lincoln County has exceeded the national average over the last 30 years, but has not consistently exceeded 20%.	

The Great Recession hit Lincoln County and the Central Oregon Coast hard. Lincoln County is a federal and state designated economically distressed area with a high level of poverty, low wages associated with a reliance on the tourism industry, which often offers unstable hours and job security, based on

external economic factors. The area is gradually recovering from the Great Recession, but faces many social, environmental, and economic challenges. To address these challenges, the OCWCOG, Lincoln County, City of Newport, City of Toledo, and Confederated Tribes of the Siletz Indians have formed a Coalition to collaboratively reposition and strengthen the local economy by attracting new, diverse industries with a particular focus on the industrial and marine science employment sectors. Brownfields, including shuttered wood products manufacturing plants, boatyards, and commercial properties (e.g. Abandoned gas stations and dry cleaners) impede this vision of a shift to a stable economic base. Additionally, these brownfield sites represent important stocks of buildable land in a region with limited expansion opportunities due to geographic constraints. Coalition Assessment funding will allow us to develop a comprehensive brownfield program that will mitigate these impediments.

**After an unsuccessful grant application in FY16, we have redoubled our efforts to garner support for this initiative. Since winter of 2015, we have continued to engage with the public. We have held two public outreach meetings, and have received feedback from the public regarding brownfield redevelopment priorities through an electronic survey. Through this survey, affordable housing has been identified as a high community priority, and as a result, will be a focus area for our project. We applied for, and received, a \$25,000 grant from the State of Oregon to inventory our brownfields. It came as no surprise during the completion of inventory site identification that brownfields are abundant within our community, and 127 priority brownfield properties have been identified. A number of these brownfields (King Salvage, Siletz Boat Works, Criteser Moorage, etc.) are adjacent to the Yaquina River, threatening water quality, aquatic organisms and critical fisheries such as, salmon and shellfish. Addressing these brownfields will support the EPA Region 10 priorities of protecting water quality, and threatened and endangered species. Additionally, by protecting the essential ecosystem functions of the Yaquina watershed, the coalition's efforts will also protect the economy associated with sport fishing and water based recreation for the area and the people and communities that rely on it. Coalition partners are actively working to address the need for current and future workforce housing; local policy efforts will enhance work completed to address brownfield redevelopment.**

Our Coalition looks forward to working with the EPA, Oregon Department of Environmental Quality, and our other governmental and community-based organization partners in addressing brownfields, and thereby improving economic, social, and environmental conditions in our community.

Sincerely,



Seth Sherry  
Community and Economic Development  
Oregon Cascades West Council of Governments

## **1. COMMUNITY NEED**

**1.a. Target Area and Brownfields - 1.a.i. Community and Target Area Descriptions:** The Target Area consists of developed areas within the Yaquina River watershed: the cities of Newport (population 10,045) and Toledo (3,449), and unincorporated areas of Lincoln County (46,138 total, ~1,200 within Target Area) located along the Yaquina River between these two cities. Newport is located on the Pacific Ocean; Toledo is located inland at Yaquina River Mile 13. Lincoln County was isolated until construction in 1925 of US Highway 101 and State Highway 20 (completed in 1930), which now connect Lincoln County to major population centers: Portland (2.4M); Salem (400K); Eugene (363K); and Corvallis (55K), the closest at 45 miles away. Newport was founded as a tourist destination, and today, its dominant industries are tourism, commercial/charter fishing, and shipping. Newport is also home to a thriving marine science industry that includes the Oregon State University (OSU) Hatfield Marine Science Center, the Oregon Coast Aquarium, the Oregon Museum of Science and Industry Coastal Discovery Center, and the National Oceanic and Atmospheric Administration (NOAA) Pacific Marine Operations Center. Toledo, on the other hand, has always been a timber town. In 1922, the world's largest spruce lumber mill was constructed in Toledo. At its peak, seven mills operated in Toledo employing more than 1,500 people. Today, only the Georgia Pacific paper mill (one of Lincoln County's largest employers) and the Western Cascade Industries mill continue to operate, employing fewer than half as many people.

Both the tourism and wood products industries were hit hard by the 2008 Great Recession and recovery has been slow. The County remains on Oregon's economically distressed list, based on high unemployment and low per capita income. In addition, the Target Area has the unique challenge of tsunami risk. To address the extraordinary economic and social challenges faced by Yaquina River Basin communities, and associated brownfield challenges, the Oregon Cascades West Council of Governments (OCWCOG), Lincoln County, Confederated Tribes of the Siletz Indians (Siletz Tribe), Newport, and Toledo have formed a Coalition to strengthen the local economy by attracting diverse family wage jobs that build upon a strong marine industrial, and marine science and education industries. Brownfields, including shuttered mills and boatyards, and commercial properties (e.g. abandoned gas stations and dry cleaners), and the necessary relocation of essential facilities located within tsunami zones, impede this vision. A Community Wide Assessment (CWA) brownfield grant will allow the Coalition to develop a comprehensive brownfield program that will benefit the community economically and improve livability by expanding employment opportunities, reducing blight, generating property tax revenue, and increasing the inventory of buildable lands through infill, rather than expansion of urban growth boundaries.

We have identified specific high priority areas within the Target Area where we plan to perform assessment activities. These include: 1) sites potentially impacting Yaquina River, quality, such as the former STEDCO lumber mill, King Salvage, and several former marine industrial properties including the Siletz Boat Works, 2) sites located within the Toledo Industrial Park, an area designated in Toledo's Comprehensive Plan for industrial employment, and 3) sites located in Newport's central US Highway 101 commercial corridor, an area critical to the local tourism industry.

**1.a.ii. Demographic Information and Indicators of Need:** Demographic data for Newport and Toledo (including focus area poverty hot spots), Lincoln County, Oregon, and the United States, are summarized below. Funding priority will be given to properties located within ¼-mile of poverty hot spots.

Data Type	Newport	Newport Poverty Hot Spot	Toledo	Toledo Poverty Hot Spot	Lincoln County	Oregon	United States
Population	10,045	2,026	3,449	2,810	46,138	3,900,343	314,107,084
Unemployment	7.1%	11.4%	15.4%	16.2%	9.2%	10.5%	9.2%
Poverty Rate	13.6%	19.4%	16.1%	18.1%	11.8%	11.5%	13.5%
Percent Minority	20.9%	27.6%	9.7%	8.5%	16.5%	22.4%	22.9%
Median Income	\$40,448	\$35,962	\$44,034	\$41,071	\$42,429	\$50,521	\$53,482
Median Owner-Occupied Home Value	\$271,600	-	\$188,900	-	\$246,300	\$252,600	\$188,400

Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

Demographic information demonstrates significant financial need in the Target Area. With the exception of Newport (see following description of extenuating circumstances), unemployment plagues

the Target Area. This is an artifact of the heavy reliance on tourism and fishing in Newport, industries that employ many part-time seasonal minimum wage employees. When tourism is down, or it is not fishing season, employers cut the hours of its minimum-wage employees rather than laying them off. These jobs are largely filled by Latino workers.

Fishing (except until recently fish processing) and forestry are not employment sectors where minorities have traditionally been employed, explaining why minority population in the Target Area remains below state and national averages. However, the minority population is growing, due in large part to seasonal fish processing jobs. From 2000 to 2007 there was a 30% increase in Latino students and a 52% increase in English language learners in Lincoln County schools<sup>1</sup>. In Lincoln County, American Indian, Asian and Latino residents earn incomes that are typically half that of the White population<sup>1</sup>.

There is a shortage of housing, and affordable housing in particular, in the Target Area due in part to 25% on average of the housing stock being used as second or investment homes, compared to the state-wide average of 3%<sup>2</sup>. The rental vacancy rate in Newport is <1% driving up rents.<sup>3</sup> Due to high rents and low median incomes, 41.7% of households in the county spend more than 30% of their income on monthly rent<sup>1</sup>. Solving this problem is challenging as development costs are high in the area due to a shortage of construction workers, and the high cost of building materials.

1.a.iii. Brownfields and Their Impacts: Using \$25K in grant funds provided to OCWCOG by Business Oregon, a preliminary opportunity site inventory has been completed. The inventory has identified 70 potential brownfields in Newport, 40 in Toledo, and 17 in unincorporated areas of Lincoln County.

The predominant types of brownfields in Newport include light industrial properties and former gas stations in the US Highway 101 corridor. These brownfields are located within 1 or 2 blocks of residents. Potentially related contaminants include primarily degreasers, dry cleaning solvents, gasoline, and lead. In Toledo, abandoned sawmills are common. Many are proximal to residents and the Yaquina River, and pose a significant risk to water quality and human/ecological receptors. Related contaminants may include lubricating and hydraulic oils, wood treating chemicals such as pentachlorophenol, and heavy metals. In unincorporated areas and in Toledo, boat yards (such as the Siletz Boat Works at River Mile 7 on the Yaquina River) and wrecking yards (such as King Salvage) are the most common type of brownfields. These brownfields also are located on the Yaquina River and present a significant risk to aquatic organisms from contaminants such as tri-butyl tin, metals such as arsenic and lead, and petroleum.

Specific examples of high priority brownfields in the Target Area include: 1) a former gas station property on Main Street in Toledo adjacent to City Hall (potential contaminants [PCs] include petroleum and solvents), 2) the King Salvage property, a former wrecking yard in unincorporated Lincoln County (PCs include metals, polychlorinated biphenyls (PCBs) and petroleum, 3) the former SEDCO sawmill property along the Yaquina River just east (upstream) of Toledo (PCs include pentachlorophenol, metals, and petroleum), and 4) the Central Lincoln Operations Facility in Newport (PCs include metals, petroleum, and PCBs) that is being moved to a new location outside the tsunami inundation zone. The owners of all four of these properties have expressed interest in participating in the Coalition revitalization project. Two have even indicated a willingness to provide a partial match of grant funds. Many of the brownfields, including King Salvage, former SEDCO mill, Hoy's Marine, and JACMAR properties, are located near or adjacent to the Yaquina River. The presence of many brownfields along with tsunami zone issues has resulted in a shortage of land for quality of life, health, commercial, and residential uses.

**1.b. Welfare, Environment, and Public Health Impacts - 1.b.i. Welfare Impacts:** The most significant Target Area welfare issues include: 1) lack of affordable housing and homelessness, 2) public safety, and 3) food insecurity and limited access to healthy food, particularly for children. These issues all would benefit from brownfield redevelopment.

Lack of Affordable Housing and Homelessness: Based upon median household income within the Target Area, rents are considered unaffordable for 41.7% of residents. 78% of respondents to the brownfield survey (see Section 3.a.i.) identified affordable housing as their highest community priority. Statewide, 3.7% of Oregon K-12 students were homeless during the 2010-11 school year. In Lincoln County, 8.6% of the total district enrollment was homeless during the same period, among the highest in the State<sup>1</sup>.

<sup>1</sup> Lincoln County Community Health Assessment 2013

<sup>2</sup> Ten Year Update On Lincoln County, Oregon's Economy – August 2014

<sup>3</sup> [http://www.oregonlive.com/front-porch/index.ssf/2015/12/housing\\_on\\_the\\_oregon\\_coast\\_in.html](http://www.oregonlive.com/front-porch/index.ssf/2015/12/housing_on_the_oregon_coast_in.html)

**Public Safety:** Lincoln County has the 2<sup>nd</sup> highest per capita incidence of violent crime, and the 4<sup>th</sup> highest incidence of premature death in Oregon<sup>4</sup>. Violent crime compromises physical safety and psychological well-being. Students in Lincoln County report feeling unsafe at school. 32% of Lincoln County middle school students report experiencing harassment, and 9.9% report missing school due to feeling unsafe<sup>1</sup>. Brownfields contribute to this issue by creating blight that harbors criminal activity.

**Food Insecurity and Poor Diet:** In Lincoln County, 15.2% of the low-income population lives more than a mile from the nearest grocery store, a distance considered to limit access to healthy food by the USDA. The average cost of a meal in Lincoln County is \$2.84: 9% and 12% higher than the State and National averages, respectively. Finally, due to the geographic isolation of the Target Area, and a lack of local farms, fresh produce is difficult to obtain and expensive<sup>1</sup>. These issues could be addressed by the project by developing community gardens or grocery stores on brownfields. One potential redevelopment option for the former STEDCO mill brownfield property is redevelopment for greenhouse agricultural use.

**1.b.ii. Cumulative Environmental Issues:** The Yaquina Estuary is identified as a priority conservation area by ten federal, state, and local agencies. Thirty species of conservation concern (e.g. amphibians, birds, bryophyte, fish, fungi, invertebrates, mammals, marine alga, and vascular plants) occur in the Yaquina Basin<sup>5</sup>. As indicated in Section 1.a.ii., a number of brownfields are potential point sources of contamination and pose ongoing threats to estuary sediment and water quality. There is also a significant shortage of buildable land that is inhibiting development that could be addressed through infill/brownfield redevelopment. This shortage is the result of coastal erosion and tsunami zone issues, as well as cities being surrounded by the ocean or estuary, and forest land that provides key habitat for threatened species. The Target Area also is often impacted by frequent heavy storms. In the past 10 years, the following major disaster declarations were issued by the Federal Emergency Management Agency for Lincoln County in response to severe storms that caused flooding, landslides, and mudslides: #DR-4258 (2015), #DR-4169 (2014), #DR-4055 (2012), #DR-1956 (2011) and #DR-1733 (2007).

Another Target Area environmental issue is heavy traffic congestion in Newport associated with tourism. The annual average daily traffic in 2015 for Newport along Hwy 101 was 25,600 vehicles, and for Hwy 20 between Toledo and Newport were 15,100<sup>6</sup>. During much of the summer tourist season, traffic volumes spike to more than triple this count. This traffic impacts air quality, and adds significant commute time for Target Area residents. Many of Newport's poorest residents live along Hwy 101, and as a result, are disproportionately impacted by poor air quality. The largest impact on commuters is to those living in Toledo and working in Newport. Again, this disproportionately impacts some of the Target Area's lowest income people, those seeking lower rents available in Toledo.

**1.b.iii. Cumulative Public Health Impacts:** For 2016, Lincoln County ranked 29<sup>th</sup> of 36 Oregon Counties in health outcomes (length and quality of life), and 24<sup>th</sup> in health factors (health behaviors, access to clinical care, social/economic factors, and physical environment).<sup>4</sup> Specific examples of some of the public health issues plaguing the Target Area include: 1) the highest incidence of premature death and violent crime of any rural Oregon county; 2) insufficient numbers of doctors and dentists to serve the Target Area population; and 3) rates of violent crime, smoking, children in poverty (rate of 22% exceeds Oregon average) and in single parent homes all above Oregon averages.<sup>4</sup> Public health statistics also indicate youths are at risk, including above average rates of teen births, and below average rates of high school graduation and college attendance.<sup>4</sup> With all these public health impacts, many that are directly or indirectly related to the high prevalence of brownfields in the Target Area, we can ill-afford the brownfield impacts that we currently experience. Brownfield redevelopment outcomes that can positively impact health include job creation and other economic improvements, and blight reduction.

Disease levels are influenced by living conditions and brownfields play a large role in resistance to disease and overall quality of life. In Lincoln County cancer and other diseases including respiratory disease, cerebrovascular disease, Alzheimer's disease, diabetes, and high cholesterol are significantly higher than the state average.<sup>1</sup> The economic distress and widespread blight brought on by brownfields contribute to resident despondency and this is reflected in Lincoln County's rates of depression and

<sup>4</sup> 2016 County Health Rankings - Oregon

<sup>5</sup> Yaquina Estuary Conservation Plan – June 2011 – The Wetlands Conservancy

<sup>6</sup> [http://www.oregon.gov/ODOT/TD/TDATA/tsm/docs/TVT\\_2015.pdf](http://www.oregon.gov/ODOT/TD/TDATA/tsm/docs/TVT_2015.pdf)

suicide, obesity, smoking and alcoholism all of which are higher than State levels including ranking 3<sup>rd</sup> highest in the state for alcoholism, and 8% higher for smokers than the State average.<sup>1</sup>

Sensitive populations include racial and ethnic minorities (this segment of the population is growing rapidly in the Target Area), the uninsured, low-income adults and children (see 1.a.ii. above), the elderly (comprising 22% of County residents compared to a statewide average of 14%), the homeless (see Section 1.b.i.), and those with other chronic health conditions, including mental illness (Lincoln County has the highest rate of depression (29.6%) of any Oregon county, and exceeds the statewide average by 5%). These sensitive populations are known to reside in close proximity to the Hwy 101 corridor, one of our priority brownfield areas, where exposure to air pollution associated with seasonal tourist traffic and potential brownfield contaminants (degreasers, dry cleaning solvents, gasoline, and lead) may occur.

**1.c. Financial Need - 1.c.i. Economic Conditions:** The OCWCOG is funded largely by federal/state grants, and more than 75% of 2015/2016 resources are dedicated to specific projects/programs. As a result, we are unable to fund establishment of a brownfield program. Since the Great Recession, Coalition partners have been struggling to fund core services and do not have the financial resources for a brownfield program. For example, in 2013 Lincoln County went through three rounds of budget cuts that brought it's workforce to the lowest level in 20 years. Similar cuts were experienced by the cities of Newport and Toledo. Planning and economic development staff levels have not yet recovered from Great Recession levels, leaving limited grant writing resources available. Each Coalition partner agency relies on property taxes, state and federal revenues, transient room taxes, and fees for services (Oregon does not have a sales tax), and revenues from all of these sources still have not recovered to pre-Great Recession levels. Another source of revenue that has been lost is federal timber payments. Since 2000, Lincoln County had received up to \$3.8M annually in federal timber payments. This safety-net program was established to provide steady funding for education, roads, and other county services after timber harvests declined significantly in the 1990s due to endangered species concerns. This program expired in 2011.

The total population of Lincoln County is only 46,138, and approximately one third of this population is located within the Target Area. Median income within the County and Target Area are well below the State average (see Section 1.a.ii). This combination of small population and low median income also indicates the absence of an economy of scale and means less revenue for local government.

The decline in the timber industry dating back to the 1970s also has had a big impact on the Target Area. This decline is attributed not only to mill closures, but also to the elimination of jobs due to manufacturing technology improvements, and a general decline in industry wages. During the 20-year period from 1983 to 2003, average annual wages in the wood products industry declined 20%, from \$50,000 to \$40,000<sup>7</sup>. During the same period, the average annual inflation rate was approximately 4%.

There was also a significant downturn in the value of Oregon's commercial fishing harvest in 2015. The 2015 harvest value was \$136.3M, as compared to \$160.3M in 2014, a 15% decrease<sup>8</sup>.

**1.c.ii. Economic Effects of Brownfields:** The most telling lost business opportunities in the Target Area are those associated with the timber industry, where a 50% reduction in jobs has occurred due to harvest reductions and associated mill closures (see Section 1.a.i). These former mills, such as the 66-acre former STEDCO Mill Site on the Yaquina River in Toledo, are now vacant brownfields. The impacts of declines in the timber industry go beyond lost jobs. The STEDCO property has an assessed value of only \$1.5M, and generated \$14,250 in 2015. In comparison, the Georgia Pacific Mill in Toledo has an assessed value of \$175M, and generated \$2.6M in property tax revenue in 2015<sup>9</sup>.

There are many vacancies and properties for sale in Newport's central commercial district along Hwy 101. One example is a 10,000 sq/ft building built in 1938 located near Hwy 101's intersection with SW Hubert Street. The buildings ground floor has been vacant for months, despite the building's prime location. Fears regarding the potential presence of asbestos have made sale/lease of the building challenging. A second building is vacant and for sale around the corner on SW Hubert Street. Vacancies such as these result in a reduction in available employment, and a resultant loss of income taxes.

Coalition partners also incur direct costs to maintain and secure vacant properties, including mowing weeds, disposing of illegally dumped waste, and fire/police response costs related to squatters and

<sup>7</sup> <https://oregoneconomicanalysis.com/2012/01/23/historical-look-at-oregons-wood-product-industry/>

<sup>8</sup> Oregon Commercial Fishing Industry in 2015 Briefing Report

<sup>9</sup> <http://www.co.lincoln.or.us/assessor/page/top-10-largest-taxpayers-lincoln-county>

criminal activities, including three separate methamphetamine labs discovered in the County between 2012 and 2015.<sup>10</sup> The City of Newport estimates recent clean-up costs related to illegal activity and hazardous materials on abandoned properties at over \$50,000.<sup>11</sup>

Lincoln County anticipates having to bear assessment and clean-up costs associated with the King Salvage site on which the County has begun foreclosure proceedings. Foreclosure proceedings alone have cost the County thousands of dollars, and assessment/cleanup costs are expected to exceed \$250K.

Finally, the Toledo Boatyard provides a real life example of lost opportunity costs associated with brownfields. When the Great Recession hit, the Fred Wahl Boatyard closed its doors, and a dozen family-wage jobs were lost, leaving a waterfront brownfield in its wake. The property was acquired by the Port of Toledo in 2010. The Port undertook environmental cleanup at the property, and has obtained a number of grants and loans that have allowed significant investment into boatyard infrastructure. Today the boatyard is going strong, and once again employs more than a dozen people. These family-wage jobs directly support other jobs in Toledo, and provide additional income tax revenues to state and local government. If this brownfield had not been redeveloped, as many in the Target Area have not, the community would have experienced a significant lost opportunity cost.

## **2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS**

**2.a. Project Description, Timing and Implementation - 2.a.i. Project Description and Alignment with Revitalization Plans:** The Coalition is requesting \$600,000 in funding for assessment and remedial/reuse planning of petroleum and hazardous substance brownfield sites. The Coalition partners will use funding to establish a brownfield program that will: 1) prioritize the list of brownfield sites compiled using a \$25,000 grant from Business Oregon, 2) perform environmental site assessments (ESAs) at 10-20 priority brownfield sites, and 3) conduct remedial action/reuse planning activities at a subset of these sites. Area-Wide Planning (AWP) opportunities also have been identified. In Newport, AWP will be performed in the Hwy 101 central commercial district, and in Toledo, in the Toledo Industrial Park area. AWP activities will be tailored to each focus area and may include market analysis, existing conditions/infrastructure evaluation studies, site-specific reuse planning for catalyst sites, and community visioning exercises. Both areas have been identified in land use and revitalization plans as priority areas. Public outreach will be used throughout the project to inform the public regarding the project and engage with a broad group of stakeholders. We applied for funding last year, but were unsuccessful. This initiative has continued to gain momentum since last year's application submittal (see bolded paragraph in cover letter).

Urban renewal is a high priority in Newport. The City has three active urban renewal districts (URDs) (South Beach, Northside and McLean Point). The Northside URD encompasses the Hwy 101 corridor and central commercial district. The goals established by Newport for its URDs are to 1) create conditions that are attractive to growth of existing business, and 2) attract new business and create new jobs. These goals are directly in line with our brownfield program. As indicated above, AWP will be performed in the Northside URD and will support Newport land use and revitalization plans in this area. Our redevelopment strategy for this priority area is to make use of existing buildings and other infrastructure, which have historical significance, to create a dense retail employment center that will become, along with the South Beach and Bayfront areas, a premier tourist destination.

Toledo's vision for its community is to "offer all modern-day amenities while preserving the charm and feel of a 1900-era Timber Town." Key to achieving this vision is Main Street revitalization. Prior to the Great Recession, Main Street in Toledo was thriving. Today, the vacancy rate on Main Street is above 40% and the Yaquina Bay Hotel has closed. Our brownfield revitalization program would focus on returning Main Street to its former glory by performing regulated building materials surveys and reuse planning. Our hope is that these outputs will promote the use of existing infrastructure/buildings to create a tourism-based employment center. Other brownfields essential to achieving Toledo's goal of increased employment include the Toledo Industrial Park and the former STEDCO mill property. Toledo is the largest landowner in the approximately 40-acre industrial park. Today, more than half of the properties within the park are idle. Toledo has made recent investment in obtaining "shovel ready" status for the park. Our brownfield revitalization program would provide AWP and environmental assessment funding to increase the marketability of this area. Our projected redevelopment for the industrial park is marine

<sup>10</sup> <http://www.kptv.com/story/29847899/police-five-people-arrested-during-drug-bust-in-lincoln-county>

<sup>11</sup> December 12, 2015 E-mail from Marc Miranda, Chief of Police – Newport Police Department

industrial services/manufacturing that will support the nearby and newly revitalized Toledo Boatyard. The former STEDCO mill property is owned by the Siletz Tribe, which has expressed interest in tapping into environmental site assessment funding for this property, and a willingness to provide a financial match to brownfield grant funds. Because of its ready access to rail, truck, and marine transportation, the property is ideal for a new cross laminated timber mill, the catalytic project for the Pacific Northwest Manufacturing Partnership, one of 24 recipients of the Investing in Manufacturing Communities Partnership designation from the Economic Development Administration.

We plan to support the EPA in its application of Partnership for Sustainable Communities (PSC) guiding principles as follows. The population in Lincoln County supports only a basic inter-city public transit system. However, priority for assessment/planning will be given to properties that are good candidates for affordable housing and/or transit-oriented development projects. We will engage with staff and students at the Oregon Coast Community College and OSU Hatfield Marine Science Center, providers of educational opportunities in Newport. Specific to OSU, we will support its efforts, in partnership with the Pacific Marine Energy Center, to build the first grid-connected wave energy test site in the US by considering locating test site infrastructure on a brownfield property. And finally, there are synergies between PSC principles and any brownfield program including land recycling, infrastructure reuse, safeguarding rural landscapes (in the Target Area this means preserving habitat for threatened and endangered species), and investing in healthy, safe, and walkable neighborhoods.

2.a.ii. Timing & Implementation: The timing for implementation of project activities described in Section 2.b. is shown in the chart below.

Task No.	Task Name	Activity Description	FY17	Fiscal Year 2018				Fiscal Year 2019				Fiscal Year 2020				FY21
			Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
0	Cooperative Agreement	Develop CA Work Plan and Execute CA														
1	Brownfield Inventory	Site Identification Prioritize and Screen Sites for Assessment	Completed with \$25,000 State of Oregon Grant													
2	Phase I & II ESAs	Prepare Quality Assurance Project Plan														
		Prepare Eligibility Determination Forms														
		Execute Property Owner Access Agreements														
		Conduct Phase I ESAs														
		NHPA/ESA/Tribal Consultation														
		Prepare Sampling & Analysis Plans Conduct Phase II ESAs														
3	Remedial Planning & AWP	Prepare Remedial Action Option Reports														
		Prepare Property Reuse Plans														
		Complete Area-Wide Planning														
4	Community Outreach	Prepare Public Involvement Plan														
		Advisory Committee Meetings		▲												
		Project Public Outreach Meetings		▲												
		Hold Brownfield Workshop			▲											
		Communicate Project Progress				▲										
5	Eligible Program Activities	Prepare Quarterly and Final Reports														
		Prepare Annual MBE/WBE/DBE Reports														
		Maintain & Update ACRES Database														

2.a.ii.a. Contractor Procurement: To ensure completion within the three-year grant period, the OCWCOG undertook a competitive contractor procurement process, consistent with the requirements of 2 CFR 200 317–326, and has selected a highly qualified consultant team. This has allowed us to refine our project scope of work (see Section 2.b), and positions the project for effective and expedited implementation.

2.a.ii.b. Inventory, Prioritization and Selection: Utilizing a \$25,000 grant received from the State, we have gotten a significant jump start on a brownfield inventory. Our site identification process has identified 70 brownfields in Newport, 40 in Toledo, and 17 in unincorporated areas of Lincoln County. Inventory sites were identified using: 1) tours/windshield surveys 2) review of records relevant to identification of brownfields (including occupancy, permits, tax delinquency status, building code violations, etc.); 3) quantification of site utilization based on tax assessor improvement and land values; and 4) review of historical Sanborn Maps. Development of a process for site prioritization and selection will be the first key activity conducted following CA work plan execution. We will convene an advisory committee to establish a prioritization framework based upon community priorities. This framework will be used to develop a quantitative inventory scoring system. For instance, five scoring criteria may be identified, and total of 24 points allotted. If Yaquina River water quality is identified as a high priority, a maximum score of 8 points may be establish based upon site proximity to the river. If the other four criteria are equally

important, each would be assigned a maximum score of 4 points. The quantitatively ranked inventory created using this scoring system would then be used as a resource by the Coalition for site selection.

**Site Selection/Governance Structure:** The Coalition, led by OCWCOG, will use a collective governance structure, ensuring that the interests of each Coalition partner. The governance structure that will be used for site prioritization/ selection will include: 1) nomination of a site by a Coalition partner, 2) solicitation of other Coalition partners for their support of the site, 3) selection of the site as long as 4 or more Coalition members support the project. Each coalition member has agreed that OCWCOG would govern this process, and that each Coalition partners decision to support a site (or not) would be held in confidence. This governance structure ensures equal authority for each partner in site selection decisions.

**2.a.ii.c. Obtaining Site Access:** Site access will be obtained through an access agreement executed by OCWCOG and the property owner. A standard agreement has already been developed for project use. To encourage property owner participation we will develop an early successful case study of a prominent brownfield (4 candidate sites where property owners have already indicated interest are listed in 1.a.ii.), and offer reuse planning that would demonstrate to the property owner the benefits of participation.

**2.b. Task Descriptions and Budget Table - 2.b.i. Task Descriptions:** The scope of work for our brownfield revitalization project is organized into five tasks. For each task, the Coalition proposes a Voluntary Match (i.e. OCWCOG/Coalition partner in-kind contributions) to assist with eligible activities. As is evident in budget allocation, our project is primarily focusing on Phase II ESAs.

**Task 1 - Brownfields Inventory** (\$25,000 Grant-Funded Activities + \$6,200 In-Kind):

A GIS-based list of brownfields that includes 127 sites has been completed using funding leveraged from Business Oregon. OCWCOG and Coalition partners will engage with other stakeholders in establishing a community priorities framework. The consultant will participate in priority framework development, and will utilize it to develop and implement a quantitative scoring system to prioritize sites (see Section 2.a.ii.). The completed inventory also will become a long-term planning tool to be used to better understand the geography economic and public health impacts associated with brownfield sites in the Target Area. Task 1 costs are summarized in the table to the left. OCWCOG rate is based upon personnel cost of \$45 and fringe cost of \$30.

Task 1 Cost Type	Rate	Hrs	Cost
OCWCOG	\$75/hr	40	\$3,000
Contractual	\$125/hr	176	\$22,000
<b>TOTAL</b>		<b>216</b>	<b>\$25,000</b>
In-Kind - OCWCOG	\$75/hr	40	\$3,000
In-Kind - Partners	\$60/hr	45	\$2,700

**Task 1 Outputs:** Prioritized GIS-based Brownfield Inventory

**Task 2 - Phase I & II ESAs** (\$358,000 Grant-Funded Activities + \$4,800 In-Kind): Under the direction of Coalition partners, the environmental consultant will complete an estimated 20 Phase I ESAs at up to 10 petroleum and 10 hazardous substance brownfield sites. Phase I ESAs will be performed in accordance with the All Appropriate Inquiries Final Rule and the ASTM E1527-13 standard. We estimate the average cost to complete Phase I ESAs and ACRES updates will be \$4,000 (28 hours@ \$125/hr+\$500 for environment database and historical records), for a total cost of \$40,000/grant.

The Phase II ESA work scope (completed by consultant) will include: 1) preparation of a comprehensive quality assurance/quality control plan (QAPP) for an estimated cost of \$8,000 total (64 hours@ \$125/hr), or \$4,000/grant; and 2) completion of Phase II ESAs at five petroleum and five hazardous substance sites at an average cost of \$26,700 (100 hours@ \$125/hr+\$14,200 in expenses [lab testing, drilling, etc.]), for a total cost of \$133,500/grant. Included in the cost of each Phase II ESA is preparation of a sampling and analysis plan (SAP), and tribal consultation/endangered species screen/ National Historic Preservation Act (NHPA) screen. Task 2 costs are summarized in the table to the left.

Task 2 Cost Type	Rate	Hrs	Cost
OCWCOG	\$75/hr	40	\$3,000
Contractual Labor	\$125/hr	1,640	\$203,000
Contractual Exp.			\$152,000
<b>TOTAL</b>		<b>1,680</b>	<b>\$358,000</b>
In-Kind - OCWCOG	\$60/hr	40	\$3,000
In-Kind - Partners	\$60/hr	30	\$1,800

**Outputs:** QAPP, Phase I & II ESA Reports, SAP, Health and Safety Plans, and tribal consultation/endangered species & NHPA screens

Task 3 Cost Type	Rate	Hrs	Cost
OCWCOG	\$75/hr	80	\$6,000
Contractual	\$125/hr	1,120	\$140,000
<b>TOTAL</b>		<b>1,200</b>	<b>\$146,000</b>
In-Kind-OCWCOG	\$75/hr	40	\$6,000
In-Kind-Partners	\$60/hr	45	\$1,800

**Task 3 - Remedial Planning & AWP** (\$146,000 Grant Funded Activities + \$7,800 In-Kind): The scope of work performed by the consultant will include 1) preparation of Remedial Action/ Reuse Plans at two petroleum and two hazardous substance sites (four total) at an average cost of \$15,000 (120 hours @ \$125/hr); the total of Remedial Action/Site Specific Reuse Plan

preparation is \$60,000 (\$30,000/grant); and 2) AWP activities for two areas at an average cost of \$40,000 (320 hours@\$125/hr); the total AWP cost is \$80,000 (\$40,000/grant). Task 3 costs are summarized in the table to the left on the previous page.

**Outputs:** Remedial Action/Site Specific Reuse Plans; Area-Wide Plans

**Task 4 - Community Outreach** (\$42,000 Grant-Funded Activities + \$12,565 In-Kind):

This task is described in additional detail in 3.a. and will include: 1) preparation of a public involvement plan detailing plans for public outreach; 2) coordinating and conducting at least six advisory committee meetings; 3) holding a minimum of three project public outreach meetings; 4) holding a brownfield workshop with the assistance of the EPA Region 10 Technical Assistance to Brownfields provider; 5)

Task 4 Cost Type	Rate	Hrs	Cost
OCWCOG	\$75/hr	200	\$15,000
Contractual	\$125/hr	216	\$27,000
<b>TOTAL</b>		<b>416</b>	<b>\$42,000</b>
In-Kind-OCWCOG	\$75/hr	100	\$7,500
In-Kind-Partners	\$60/hr	60	\$3,600

presenting on the project at a minimum of five meetings held by other organizations; 6) attending and providing “open house” style materials at up to six community events or festivals; and 6) communicating project progress as described in 3.a.ii. The costs for Task 4 are summarized in the table to the left.

**Outputs:** Public Involvement Plan; Meetings; Fact Sheets and Other Informational Materials

**Task 5 - Eligible Program Activities** (\$29,000 Grant-Funded Activities + \$7,000 In-Kind):

The budget includes \$2,000/grant for up to two representatives of the Coalition to attend two 3-day national or state/regional brownfield conferences. Estimated travel costs include airfare (\$400/person/conference=\$1,600) and hotel, meal and incidental costs (\$200/person/day/conference=\$2,400). In addition, \$8,000/grant (64 hours@\$125/hr) is budgeted for contractual costs for reporting and other eligible activities to support tasks outlined above. Task 5 costs are summarized in table to the left.

Task 5 Cost Type	Rate	Hrs	Cost
OCWCOG	\$75/hr	120	\$9,000
OCWCOG - Travel			\$4,000
Contractual	\$125/hr	128	\$16,000
<b>TOTAL</b>		<b>248</b>	<b>\$29,000</b>
In-Kind-OCWCOG	\$75/hr	60	\$4,500

**Outputs:** Quarterly, Annual DBE, Financial, and Project Closeout Reports; ACRES Updates

**2.b.ii. Budget Table:** The proposed budget for grant-funded activities is provided below.

Budget Categories	Task 1	Task 2	Task 3	Task 4	Task 5	Totals
	<i>Brownfields Inventory/Prioritization</i>	<i>Phase I &amp; II ESAs</i>	<i>Remedial Planning/AWP</i>	<i>Community Outreach/Public Involvement</i>	<i>Eligible Program Activities</i>	
Personnel: Petroleum	\$1,500	\$1,500	\$3,000	\$7,500	\$4,500	<b>\$18,000</b>
Personnel: Hazardous Substance	\$1,500	\$1,500	\$3,000	\$7,500	\$4,500	<b>\$18,000</b>
Travel: Petroleum					\$2,000	<b>\$2,000</b>
Travel: Hazardous Substance					\$2,000	<b>\$2,000</b>
Equipment: Petroleum/Hazardous						<b>\$0</b>
Supplies: Petroleum/Hazardous						<b>\$0</b>
Contractual: Petroleum	\$11,000	\$177,500	\$70,000	\$13,500	\$8,000	<b>\$280,000</b>
Contractual: Haz. Substance	\$11,000	\$177,500	\$70,000	\$13,500	\$8,000	<b>\$280,000</b>
<b>Petroleum Totals</b>	<b>\$12,500</b>	<b>\$179,000</b>	<b>\$73,000</b>	<b>\$21,000</b>	<b>\$14,500</b>	<b>\$300,000</b>
<b>Hazardous Substance Totals</b>	<b>\$12,500</b>	<b>\$179,000</b>	<b>\$73,000</b>	<b>\$21,000</b>	<b>\$14,500</b>	<b>\$300,000</b>
<b>Project Totals</b>	<b>\$25,000</b>	<b>\$358,000</b>	<b>\$146,000</b>	<b>\$42,000</b>	<b>\$29,000</b>	<b>\$600,000</b>

Coalition acknowledges sites assessed using EPA grant funds during implementation of Tasks 2 and 3 must meet site-specific eligibility requirements and are subject to EPA approval before expenditure. Contractual services included on budget table to be procured in accordance with 2 CFR 200.317 – 200.326. EPA grant funds will not be used for administrative costs as defined in Proposal Guidelines. Per guidelines, only grant-funded activities are listed in the table. Voluntary match (in-kind labor) is described in Section 2.b.i., but not included in table.

**2.c. Ability to Leverage:** OCWCOG has leveraged **\$25,000** in grant funding to complete site identification for a brownfield inventory within the Target Area. A copy of our agreement with Business Oregon is provided in Attachment A. In addition, OCWCOG (\$10,000) and its Coalition partners (**\$28,365**) are pledging a Voluntary Match (i.e. in-kind labor contributions) totaling **\$38,365** to the project, as described in Section 2.b.i. As documented in letters of commitment in Attachments B and C, our partners also have pledged in-kind (labor) contributions totaling **\$20,435** to the project.

OCWCOG and its Coalition members have ongoing partnerships with urban renewal agencies, Business Oregon, Oregon Department of Environmental Quality (DEQ), and other state agencies (see Section 3.b.), and we anticipate many opportunities to leverage funding from these sources to complete projects. Newport has three URDs to direct increases in base property tax revenue to capital improvement

projects to attract investment and create jobs. Newport's urban renewal agency has pledged support to the project. The Coalition also may leverage programs such as Oregon's Main Street Program, which helps communities develop comprehensive incremental revitalization strategies through training and technical assistance. The West Coast Infrastructure Exchange, which helps finance and facilitate infrastructure development to improve the region's economic competitiveness. Business Oregon's Infrastructure Finance Authority, which assists communities in building infrastructure capacity to address public health and compliance issues and support their ability to attract and retain businesses. In addition, Business Oregon (letter of commitment in Attachment C) provides grants and financing assistance for brownfield assessment, cleanup, and integrated planning activities. Finally, the DEQ performs Targeted Brownfield Assessments funded by EPA grant dollars that are intended to promote redevelopment.

The Toledo Boatyard provides as an example of our ability to leverage funding. The City and Port of Toledo leveraged multiple funding sources to support revitalization of the Toledo Boatyard including: 1) a \$1.2M loan from Business Oregon's Port Revolving Loan Fund, 2) a \$350K Oregon Strategic Reserve Fund loan, 3) a \$250,700 grant from Business Oregon's Brownfield Redevelopment Fund for sediment cleanup, and 4) a \$4.7M Oregon Connect grant used for purchase of a 600 ton boat lift and construction of office space. The Toledo Boatyard now provides more than a dozen family-wage jobs.

### **3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS:**

**3.a. Engaging the Community: - 3.a.i. Community Involvement Plan:** Community involvement for the project will be co-led by OCWCOG with assistance from the Economic Development Alliance of Lincoln County, and will be supported by the consulting team. Following execution of our Cooperative Agreement, we will prepare a community involvement plan detailing our community involvement plans over the life of the project. Community involvement for the project was initiated more than a year ago. Our second public meeting for the project was held in Newport on October 27, 2016, and was attended by a diverse group of stakeholders. Those in attendance confirmed community need for brownfield program funding, and many community partners pledged to participate in outreach efforts, and expressed their desire to be a part of a project advisory committee.

We have used social media, web pages, and email (this has proven to be the most effective method) to distribute an electronic survey, and to date, have received 10 survey responses. We would expand efforts to disseminate this survey should our project be funded by EPA. Survey questions obtain information on community priorities that will be used in prioritizing our brownfield inventory.

Coalition partners have successfully collaborated on public outreach as part of planning, visioning, and economic development projects. Our brownfield revitalization project will be a natural extension of this work. As a result, we are able to build on other community involvement initiatives rather than create a new initiative. Our plan for involving the Target Area community and other stakeholders in the planning and implementation of our project will include the following elements. **Formation of an advisory committee** that will assist in project strategic planning, establishing community priorities for inventory prioritization, informing the community regarding the project, and assisting in outreach to property owners. We plan to select individuals that represent a broad and diverse group of interests and stakeholders for advisory committee participation, including traditionally disenfranchised members of the community. **Hold several public meetings** to educate the public regarding brownfields, seek information regarding ways to improve livability within the community, and obtain information regarding social and environmental concerns. These meetings will be held in both Newport and Toledo. The Coalition will provide public notices for these meetings at public locations like libraries, schools and recreation centers, social media, Coalition partner webpages, and email. Work with the Center for Creative Land Recycling, the EPA's current Technical Assistance to Brownfields provider for EPA Region 10, to **hold a brownfield workshop**. Rather than rely on the public coming to us (at our public meetings) **attend meetings held by other organizations** such as tribal and city council/county board meetings (these meetings are videotaped and broadcasted), planning commission and urban renewal advisory group meetings, Rotary Club (both Newport and Toledo have clubs), not-for-profit board meetings, etc. Our objectives with these meetings are identical to those for our own public meetings. Finally, we will seek out opportunities to **conduct "open house" style outreach at community events** such as neighborhood festivals and the Lincoln County Fair to inform and educate the public regarding our project.

**3.a.ii. Communicating Progress:** Our goal is to communicate project progress in ways that will reach all members of the Target Area community. To ensure that we achieve this goal, we will work closely with

project partners and stakeholders regarding the best means to effectively communicate project progress to their constituents. For example, we will work with Centro de Ayuda (the only Latino non-profit in the Target Area) to insure effective communication with the Latino community. Project progress will principally be communicated via the public outreach events described above in 3.a.i. In addition, we anticipate using the following methods to communicate project progress: 1) mailings sent along with water or electricity (Central Lincoln) bills; 2) print news outlets such as the Newport News Times and the City of Toledo's monthly newsletter; 3) online news outlets such as newslincolncounty.com; 4) postings on the Siletz Tribe's, Lincoln County's, Newport's, and Toledo's websites; 5) social media such as the City of Toledo's Facebook page; 6) fact sheet development, and their distribution via public meetings, door-to-door, at social service agency and library facilities, and online. If a need is identified, we will look to local community groups for translation services, for use at both public meetings and for printed media.

**3.b. Partnerships with Government Agencies: - 3.b.i. Local/State/Tribal Environmental Authority:** The environmental regulatory agency for Lincoln County is the DEQ. Lincoln County is within the DEQ's Western Region, and its Western Region brownfield coordinator is Mary Camarata. The role served by the DEQ on our project is multi-pronged. DEQ is a valuable resource in identifying brownfields. Ms. Camarata will evaluate petroleum eligibility for each site that participates in our project, and prepare a letter indicating that a site is eligible for use of petroleum grant funds. DEQ staff will provide technical assistance through its Voluntary Cleanup Program for assessment and cleanup planning projects on an as needed basis. This may include review of Sampling and Analysis Plans, Site Assessment Reports, and Remedial Planning documents. This particular role is key to bring regulatory clarity to projects, including in some cases, a no further action determination.

**3.b.ii. Other Governmental Partnerships:** Our government partners and their role are provided below.

**Ports of Newport and Toledo:** Both Ports will be key partners as their goals of economic development and job creation are consistent with our brownfield redevelopment goals, and because both have had recent brownfield redevelopment successes: Port of Newport's Phoenix Award winning International Terminal and Port of Toledo's Toledo Boatyard. Both Port's also have significant experience in leveraging funding from sources such as the Business Oregon, ODOT, EPA, US Army Corps of Engineers, and NOAA. Both Ports are committed to advisory committee participation. **Business Oregon** operates a Brownfield Program that assists individuals, non-profits and local governments with grants/loans to assess and cleanup brownfields, and is anticipated to be a source of leveraged funding for our project. As Oregon's economic development agency, Business Oregon can also advise our Coalition regarding other state funding programs we can tap into. The **Oregon Regional Solutions Team (RST)** is a public/private interagency team that collaboratively addresses community and economic development in Oregon. In 2013 RST identified brownfields as an agency priority. RST will assist the Coalition in leveraging funding from various State funding sources for the project. The **Oregon Health Authority Brownfield Initiative** is a resource for public health data, collaborates with and assists local health departments, and supports community involvement in brownfield efforts statewide, which is the role they will fill for our project. **Central Lincoln People's Utility District (PUD)** is the electricity service provider for much of Lincoln County. The PUD will spend \$28M to relocate its operations facility out of the tsunami inundation zone, and has expressed interest in participating in the project, and a willingness to provide a financial match for environmental assessment funds. The **Lincoln Soil and Water Conservation District** assists Lincoln County residents with fish and wildlife habitat enhancement and low impact development methods. It will assist with site identification and outreach. The **OSU Hatfield Marine Science Center**, an academic and research institution will assist in raising awareness regarding the project amongst its faculty and students.

**3.c. Partnerships with Community Organizations - 3.c.i. Community Org Description & Role:** Our community-based organization (CBO) partners and their role on our project are described below.

**Economic Development Alliance of Lincoln County (EDALC)** promotes economic development in Lincoln County, and is a driving force behind this application for brownfield grant funding. EDALC has worked with Coalition partners on brownfields, and will support the project by identifying issues preventing business development, and conducting outreach to the development community. **Centro de Ayuda** is a not-for-profit educational organization, whose primary purpose is to serve as a center for cultural awareness and exchange, offering multi-cultural referral for emergencies, education, daily living and community interaction. Its role on the project will be outreach to Spanish-speaking community, and

translation and interpretation support. **Concerned Citizens for Clean Air**, the **Central Coast Land Conservancy**, and the **Mid-Coast Watersheds Council** are non-profit environmental organizations dedicated to reducing pollution and preserving/improving the natural environment in the Central Oregon Coast region. Each of these organizations is committed to assisting with site identification, and in supporting community outreach activities. All have expressed willingness to participate in an advisory committee as well. The **Housing Authority of Lincoln County** (HALC) is a public, not-for-profit community organization founded in 1944 providing housing assistance and classroom training to low income persons. HALC's role on the project will be to identify brownfield sites with an affordable housing nexus, and participate in our advisory committee. HALC also will assist with outreach to those utilizing its services, which includes many minorities and low income people. The **Greater Newport and Toledo Chambers of Commerce** work to enhance the community and business climate in their respective cities. Both chambers are well connected with the business community, and combined, have more than 700 member businesses. GNCC includes over 600 members. Both have agreed to use this large network to communicate project progress, and seek community engagement in the project. Both have Facebook pages where information can be shared, and the Newport chamber has a monthly "Lunch Mob" where we can share information regarding the project.

**3.c.ii. Letters of Commitment:** The OCWCOG has received 14 letters of commitment from CBOs and other stakeholders. These project partners have pledged in-kind contributions totaling **\$20,435** to the project. Letters of commitment from our CBO and governmental partners are provided in Attachments B and Attachment C, respectively.

**3.d. Partnerships with Workforce Development Programs:** Because of the small population of Lincoln County and the Target Area, the technical nature of the consulting services required to implement a brownfield program, there is little to no opportunity for local hiring or procurement. We have, however, procured a consultant with its primary Oregon office location in Portland. We will, however, promote the Oregon Tradeswomen's workforce training program based in Portland, Oregon. Oregon Tradeswomen currently is implementing an EPA Brownfield Job Training Grant received in FY15. We will also encourage our consulting team to consider employment candidates with roots in Lincoln County or with Oregon Tradeswomen should their work on the project require them to hire additional staff.

We will communicate with local colleges (Oregon Coast Community College and Oregon State University's Hatfield Marine Science Center) regarding learning and job shadowing opportunities, and will strive to obtain participation from the local student body in our outreach activities. We also will reach out to University of Oregon and its Sustainable Cities Program, which matches its students with an Oregon city, county, special district, or tribe for an entire academic year. Each year, partner communities receive assistance with sustainable architectural design, urban design, planning, cost-benefit analysis, economic development, legal and policy analysis, community engagement, and public relations campaigns. It would be most beneficial to participate in the program during the 2018-2019 academic year. We will consider submitting a proposal in January 2018 for this program.

#### **4. PROJECT BENEFITS**

**4.a. Welfare, Environment, and Public Health Benefits:** As indicated in Section 1.b., brownfields are a contributing factor to welfare impacts including lack of affordable housing and homelessness, public safety concerns, and food insecurity. Brownfield environmental impacts include threats to Yaquina Estuary water quality and poor air quality associated with tourist season traffic. Priority public health issues include public safety, limited access to health care, and poor health behaviors.

Preliminary results of our brownfield survey circulated amongst the Target Area community have identified lack of affordable housing as a very high priority. As a result, we plan to work closely with HALC (see Section 3.c.i). HALC is the largest provider of affordable housing in Lincoln County. Its mission also includes the support of at-risk youth. HALC operates the Oceanspray Family Center in Newport, which offers award-winning youth programs focused on positive youth development and drug and alcohol prevention. These programs are a key element of public safety improvements in the community. We plan to support HALC in its development of new affordable housing developments throughout the Target Area. We will offer HALC environmental assessment, and remedial and reuse planning services for any new housing projects it is looking to construct. While it is difficult to directly improve public safety through brownfield redevelopment, public safety can be improved indirectly through job creation and the elimination of blight. We plan to conduct AWP in the Highway 101 corridor

area, one of the areas within the Target Area where the incidence of poverty and crime are the highest, and were a disproportionate number of people are exposed to traffic-related air pollution. Finally, to improve food insecurity within the Target Area, we will support projects to develop grocery stores within food desert areas (such as Toledo where currently only two grocery stores operate), and promote new community gardens, particularly in neighborhoods with high rates of poverty. In promoting community gardens we will work with Newport Community Gardens (lead for a garden in Frank Wade Park) and Northwest Coastal Housing, which operates a garden in its The Ridge affordable housing complex.

The Yaquina Bay and Estuary is the life-blood of the Target Area economy. Their natural beauty and afforded recreational opportunities (fishing, crabbing, and bird watching) attracts tourists to the area. The Oregon Coast Aquarium, the Target Area's most well-known attraction, relies on the bay for the large volume of water it's exhibits require (the Passages of the Deep exhibit alone holds 800,000 gallons of water). The bay is home to a large fishing fleet, and NOAA Operations Center. Oregon Oyster Farms is located at Yaquina River Mile 7.5. It has been estimated that uses of the bay and estuary contribute up to \$4.6 million to the local economy annually<sup>12</sup>. Multiple brownfields potentially impacting Yaquina Estuary water quality have been identified including the former STEDCO mill in Toledo, King Salvage, and several former boatyards. Our project will address brownfields that threaten surface water quality by conducting environmental assessments and remedial planning. The resultant benefit of this work will be the preservation and improvement of surface water quality. This work also will address the EPA Region 10 priority to protect/enhance water quality. Yaquina Bay has been designated a Conservation Opportunity Area (COA) in the State of Oregon's Conservation Strategy due to its importance in protecting threatened or endangered fish (Coho and Chum Salmon, and Steelhead) and seabirds (Short-tailed Albatross, Marbled Murrelet, and Western Snowy Plover). Water quality improvements will benefit not only Target Area humans, but the animals that call it home and depend upon it for survival.

Heavy traffic along Highway 101 is an environmental threat that disproportionately affects minority and low income people in the Target Area. We plan to conduct AWP in this area to evaluate ways to improve traffic flow through infrastructure improvements. This work will provide the benefits of reducing commuter times (improving livability) and reducing auto-related air pollution in the Hwy 101 corridor, were many low income and minority people reside. An indirect benefit of brownfield or infill development is the preservation of green space. Studies conducted by the Northeast Midwest Institute show that for every acre of brownfield redeveloped, 4.5 acres of green space is preserved. Within the Target Area, much of the green space that currently exists adjacent to developed areas is habitat for wildlife, including the threatened Northern Spotted Owl and the candidate threatened Red Tree Vole, found only in coastal forests of Oregon and northern California.

Lincoln County ranks 29<sup>th</sup> for health outcomes and 24<sup>th</sup> for health factors of 36 Oregon counties. Many of the Target Area's social and health problems are linked with unemployment, underemployment, and/or poverty. There are an insufficient number of health clinics in the Target Area, and many Target Area residents are unable to afford clinical care. Our project will support the development of new clinics on brownfields, and the adaptive reuse of existing buildings for clinics. The services our program will provide to support clinic development will include environmental assessments, reuse planning, and regulated building material surveys, benefitting Target Area residents, and in particular, sensitive populations that are underserved. Focusing the project in part on economic development, and closely integrating the Site Revitalization Program with the Target Area's workforce development programs, will increase the likelihood of redevelopment projects occurring on brownfield sites. This will in turn contribute to reductions in unemployment and poverty. Economic conditions can have a dramatic impact on the rate of violent crime, and the Target Area's rate of violent crime ranks second in Oregon. Economic development and job creation through brownfield redevelopment will provide the benefit of improved economic conditions, which in-turn will improve public health for the entire community, and will reduce the rate of violent crime.

**4.b. Economic and Community Benefits:** The creation of family wage jobs is considered the single highest economic priority for our brownfield revitalization program. One economic benefit outcome goal for our revitalization program is to create 45 jobs, which slightly exceeds the EPA brownfield program

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<sup>12</sup> Economic Benefits of Conserving Natural Lands: Yaquina Bay CAO Case Study, 2008

performance measure of 7.3 jobs created for every \$100,000 of EPA brownfield funds expended<sup>13</sup>. Assuming an average income of \$50,000/job and Oregon's income tax rate of 9%, these jobs would generate \$202,500 in state/local income taxes annually. We will focus on boosting clusters of small-scale manufacturing firms, as they can pull money into the local economy and provide high-paying jobs. In turn, the employees of those firms can spend their wages locally, boosting other local businesses.

Lincoln County's designation by the State as a Regionally Significant Industrial Area demonstrates the presence of properties primed for industrial redevelopment. Job creation will be accomplished by taking actions (i.e. environmental assessments) to make these properties ready for reuse. In 2016, 1 acre of land was made ready for redevelopment for every \$7,500 in EPA brownfield funds awarded.<sup>13</sup> With a \$600,000 grant, our goal is to make 12 properties totaling 100 acres ready for redevelopment, exceeding the 2016 acres/dollar average by 25%. Another economic benefit outcome goal for our program is to leverage private construction investment. This investment will create temporary construction jobs and increase the value of both the property being redeveloped and neighboring properties. In turn, this will provide the further benefit of increased income and property taxes to support local government.

Accomplishing the economic goals listed above will indirectly have substantial community benefits as well. New family wage jobs will dramatically improve living conditions, and thereby the health, for those households that are currently unemployed or underemployed. For example, the rate of depression in Lincoln County (29.6%) is the highest of any Oregon county, and exceeds the statewide average (24.6%) by 5%<sup>14</sup>. The creation of family wage jobs will reduce the rate of depression within the Target Area.

One of the community benefit outcome goal for our revitalization program is to create an additional 10,000 square feet of community gardens, thereby improving access to fresh fruits and vegetables. This has been identified as a goal because Lincoln County ranks poorly in access to healthy foods.

Another revitalization program goal is to improve public access for recreation to the Yaquina Estuary. There are a number of former boatyards with known or suspected contamination along the Yaquina River between Newport and Toledo. A community benefit outcome goal for our brownfield program is to create one additional kayak/canoe access point. Candidate sites for this public amenity include the Siletz Boat Works or the Criteser Moorage sites, both of which are listed on the DEQ's Confirmed Release List.

## **5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE**

The OCWCOG serves its member agencies in Community and Economic Development, Transportation, and Senior and Disability Services. All four Coalition partners are OCWCOG members.

**5.a. Audit Findings:** OCWCOG has received no adverse audit findings from an Office of Management and Budget (OMB) Circular A-133 audit, nor been required to comply with "high risk" terms and conditions under OMB Circular A-102.

**5.b. Programmatic Capability:** The organizational structure we will employ to ensure timely and successful completion of all grant technical, administrative and financial requirements includes OCWCOG as Coalition lead, and Newport, Toledo, Siletz Tribe, and Lincoln County as Coalition partners. OCWCOG will be responsible for compliance and completion of all grant requirements including quarterly progress reports, annual disadvantaged business enterprise reports, ACRES reporting system property profiles, and a final project report. OCWCOG is an inter-governmental agency as defined in Oregon Revised Statute 190.003-190.110 (see Documentation of Eligibility in Attachment E). Newport, Toledo and Lincoln County are general purpose units of local government as described in 2 CFR 200.64. The Siletz Tribe is federally recognized and eligible for funding and services from the Bureau of Indian Affairs. All Coalition partners have provided letters of commitment to the OCWCOG to participate in the Coalition (Attachment F). Coalition members understand that a Memorandum of Agreement (MOA) must be executed with OCWCOG following grant award and prior to release of grant funds. The project team assembled by OCWCOG is described below.

**Seth Sherry, CEcD; OCWCOG Community & Economic Development Planner:** Mr. Sherry will serve as project manager and primary contact on behalf of the Coalition. Mr. Sherry joined the OCWCOG in late January 2016. Prior service included 6 years of complex project management, often including multiple partners both in the private and public sectors. He has a master's degree in Public Policy and Rural Economic Development from Oregon State University. Between Mr. Sherry and

<sup>13</sup> <https://www.epa.gov/brownfields/brownfields-program-accomplishments-and-benefits>

<sup>14</sup> [https://public.health.oregon.gov/DiseasesConditions/ChronicDisease/DataReports/Documents/datatables/ORCountyBRFSS\\_diseases.pdf](https://public.health.oregon.gov/DiseasesConditions/ChronicDisease/DataReports/Documents/datatables/ORCountyBRFSS_diseases.pdf)

colleagues in his department, there is over 70 years of experience in writing, administering and managing grants from various sources. Currently, Mr. Sherry is administering grants from Lincoln and Benton Counties, Business Oregon, and the Federal Economic Development Administration.

**Brenda Mainord, Program Manager, OCWCOG:** Ms. Mainord will serve as assistant project manager, supporting implementation of all tasks, especially the financial and administrative tasks relative to this project. Ms. Mainord has over two decades of experience at the OCWCOG and provides financial and administrative oversight for many federal and state funds and programs primarily related to transportation and economic development.

**Additional Support Staff:** OCWCOG employs planning, legal, financial services, and administrative staff to support project implementation, and has a human resources department to recruit qualified replacements should the key project staff listed above depart.

**Procurement of Contractors:** OCWCOG has acquired additional expertise and resources through the procurement of a consulting team in conformance with 2 CFR 200.317–200.326. The selected firm has implemented over 60 EPA brownfield projects. The consultant will provide technical, administrative, and project management services, including: 1) leading site inventory and prioritization, Phase I and II Environmental Site Assessments, remedial and reuse planning, and AWP; and 2) supporting public involvement and progress reporting. With a consulting team already procured, OCWCOG will be able to begin project implementation immediately upon execution of the Cooperative Agreement without need for contractor procurement.

**Coalition Partner Staffing:** Coalition partners Lincoln County, Newport and Toledo have designated leads for the project. These leads will serve on the brownfields advisory committee, identify and nominate brownfield properties, and participate in public and property owner outreach throughout the grant term.

**Onno Husing, Planning Director, Lincoln County:** Mr. Husing has served for 15 years on the Lincoln County Planning Commission and as the Lincoln County Planning Director for 4.5 years. Before that, he was the Director of the Oregon Coastal Zone Management Association, a group that represents the interests of counties, cities, ports and soil and water conservation districts on the Oregon Coast.

**Craig Martin, City Manager Pro Tem, Toledo:** Mr. Martin has over 30 years of public sector experience in rural communities. Prior to his current position with City of Toledo, Mr. Martin served as City Manager for Sweet Home, Oregon, his home town, for 19 years. While in Sweet Home, Mr. Martin was involved in an EPA Site-Specific Assessment grant project of a 400+ acre former mill site.

**Rachel Cotton, Newport Associate Planner:** Ms. Cotton holds a Master’s of Urban and Regional Planning and a Graduate Certificate in Real Estate Development from Portland State University. She has worked in planning, affordable housing, and economic development roles in Oregon since 2010 and has been employed as a planner and economic developer in Lincoln County since 2014. She was hired as an Associate Planner for the City of Newport in the fall of 2016.

### **5.c. Measuring Environmental Results**

In order to measure and evaluate project progress, we have identified a number of project results, outputs, and outcomes, listed in the table below, that will be tracked and reported in quarterly progress reports on an ongoing basis over the life of the project. These outputs and outcomes also will be reported in the ACRES database, and at project conclusion, in the project Closeout Report.

<b>Output Tracking Categories</b>	<b>Outcome Tracking Categories</b>
Number of Eligibility Determinations	Number of Jobs Created
Number of Phase I Environmental Site Assessments	Amount of Public Funding and Private Investment Leveraged
Number of Sampling and Analysis Plans	Number of Acres of Property Made Ready for Redevelopment
Number of Tribal Consults/Endangered Species Evaluations	Square Feet of New Buildings Constructed, and number of Buildings Seeking or
National Historic Preservation Act Screens	Obtaining LEED Certification
Number of Phase II Environmental Site Assessment	Square Feet of Building Made Ready for Adaptive Reuse
Number of Remedial Plans	Number of Acres of Property Made Ready for Parks or Greenspace
Number of Site Reuse Plans	Number of Human Health Exposure Eliminated
Number of Area Wide Plans	Amount of Additional Property Tax Revenue Generated
Number of Public Meetings Held	Number of Stormwater Quality Improvements Made
Number of Fact Sheets and Other Outreach Materials Prepared	Number of Real Estate Transactions Facilitated

#### **5.d. Past Performance and Accomplishments**

##### **5.d.ii. Has Not Received an EPA Brownfields Grant, but has Received Other Federal or Non-Federal Assistance Agreements**

OCWCOG has received many State and Federal funding or assistance agreements. Several examples similar in size and scope to an EPA brownfield grant are provided below.

##### **\$250K State of Oregon Governor’s Strategic Reserve Fund Grant**

1. **Purpose and Accomplishments** – The purpose of this grant was to improve the development readiness of prime industrial lands in Linn and Benton Counties. OCWCOG project accomplishments included the following.
  - Hosted a workshop for site owners and industrial location leads.
  - Worked with property owners to secure agreement to submit their site into the State’s Site Certification Program and have their site included in the regional wetlands permit.
  - Worked with economic development leads and city partners to identify 20 sites likely to develop.
  - Contracted with Pacific Habitat Services for detailed on-site assessment work and permitting.
  - Gathered detailed site information and prepared State Site Certification “Decision Ready” submittals for 20 properties included in the regional permit proposal.
  - Worked with state and federal agencies to identify protection and development areas on each site.
  - Convey concepts to city leads and host a workshop to obtain owner perspectives on these areas.
2. **Compliance with Grant Requirements** – All grant terms and conditions were met, and all grant work (including required reporting) was completed on time and on budget.

##### **\$50K Oregon Department of Land Conservation and Development Grant**

1. **Purpose and Accomplishments** – The purpose of this grant was to complete an assessment of the impact of wetlands on the industrial lands supply within Linn and Benton Counties, Oregon. OCWCOG project outputs included the following.
  - Completed a 25-year projection of increase in employment, and estimated the number of acres of industrial land required to support job projections.
  - Evaluated the impact of wetlands on the industrial land supply, and estimated the number of acres of wetland mitigation required to meet projected demands for industrial lands.
  - Compiled a list of wetland mitigation options, and developed and presented two mitigation strategies.
2. **Compliance with Grant Requirements** - All grant terms and conditions were met, and all grant work (including required reporting) was completed on time and on budget.

##### **\$75K Oregon Department of Land Conservation and Development Grant**

1. **Purpose and Accomplishments** – The purpose of this grant was to complete a Economic Opportunities Analysis for Toledo, Oregon. OCWCOG project outputs included the following.
  - Determined that there were approximately 44.4 acres of buildable industrial land, and 21.2 acres of buildable light industrial lands with the Toledo city limits.
  - Concluded that Toledo’s industrial lands supply was adequate to accommodate the potential growth in boat building, repair and marine industries; renewable energy; and food processing (including fish).
  - Provided recommendations for industrial lands code development.
2. **Compliance with Grant Requirements** - All grant terms and conditions were met. A Toledo Economic Opportunities Analysis report was completed on time and on budget in 2010.

##### **\$55K Oregon Department of Transportation Safe Routes to School Action Plans Grant**

1. **Purpose and Accomplishments** – The goals of this program are to increase the ability and opportunity for children K-8 to walk, roll and bike safely to and from school, promote a culture of walking and bicycling to/from school, and encourage a healthy and active lifestyle. The purpose of this project was to develop Safe Routes to School Action Plans for two Lincoln County schools. OCWCOG project accomplishments included the following.
  - Gathered data about transportation behaviors at the two schools.
  - Completed walkability audits addressing safety and access near the schools.
2. **Compliance with Grant Requirements** - All grant terms and conditions were met. Action Plans were completed for Newport Middle School and Taft Elementary School in September 2015. Project deliverables were completed more than \$5,000 under-budget.

# Regional Priorities Other Factor Form

Name of Applicant: Oregon Cascades West Council of Governments

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F., please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s):

Protect/Enhance Water or Threatened and Endangered Species

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Page Number(s): 1, 3, 6, 11, and 12

## Assessment Other Factors Checklist

**Name of Applicant:** Oregon Cascades West Council of Governments

Please identify (with an **x**) which, if any, of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
Applicant is, or will assist, a federally recognized Indian tribe or U.S. territory.	1 & 6
Target brownfield sites are impacted by mine-scarred land.	
Project is primarily focusing on Phase II assessments.	5, 7 & 8
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation.	5, 6, & 8
Recent natural disaster(s) (2012 or later) occurred within community, causing significant community economic and environmental distress.	3
Recent (2008 or later) significant economic disruption has occurred within community, resulting in a significant percentage loss of community jobs and tax base.	4
Applicant is one of the 24 recipients, or a core partner/implementation strategy party, of a “manufacturing community” designation provided by the Economic Development Administration (EDA) under the Investing in Manufacturing Communities Partnership (IMCP). To be considered, <b>applicants must clearly demonstrate in the proposal the nexus between their IMCP designation and the Brownfield activities. Additionally, applicants must attach documentation</b> which demonstrate either designation as one of the 24 recipients, or relevant pages from a recipient’s IMCP proposal which lists/describes the core partners and implementation strategy parties.	6
Applicant is a recipient or a core partner of HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant funding or technical assistance that is directly tied to the proposed Brownfields project, and can demonstrate that funding from a PSC grant/technical assistance has or will benefit the project area. Examples of PSC grant or technical assistance include a HUD Regional Planning or Challenge grant, DOT Transportation Investment Generating Economic Recovery (TIGER), or EPA Smart Growth Implementation or Building Blocks Assistance, etc. To be considered, <b>applicant must attach documentation.</b>	
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	



# Oregon

Kate Brown, Governor

Department of Environmental Quality

Western Region Eugene Office

165 East 7th Avenue, Suite 100

Eugene, OR 97401

(541) 686-7838

FAX (541) 686-7551

TTY 711

December 19, 2016

Susan Morales

U.S. Environmental Protection Agency, Region 10

1200 Sixth Avenue, Suite 900 (ECL-122)

Seattle, WA 98101-3140

**RE: DEQ Support of the Lincoln County Coalition's Application for Community-Wide Assessment Funding**

Dear Ms. Morales:

The Oregon Department of Environmental Quality supports the community-wide assessment grant application from the Lincoln County Coalition, which includes Oregon Cascades West Council of Governments, Lincoln County, the Confederated Tribes of the Siletz Indians, the City of Newport, and the City of Toledo. The Coalition is asking for \$600,000, equally divided between hazardous substance- and petroleum-contaminated sites.

Coalition partners are working to attract new and diverse industries to the economically challenged mid-coast region of Oregon by enhancing natural resources and tourism, expanding community college and university level marine science programs and supporting maritime businesses and infrastructure. To support these initiatives, the State of Oregon's Water Resource Department has awarded these diverse communities a planning grant to develop a long-term, regional strategy to ensure a consistent and sustainable water supply. The coalition has also identified a huge need throughout the project area for affordable housing among the existing population base, since much of the housing stock is purchased as second homes from people out of town.

The coalition partners are targeting several properties that have known contamination and been idle for years. For example, the King Salvage site near Toledo is going through tax foreclosure with Lincoln County. Several years ago DEQ asked EPA to conduct a time critical removal to excavate contaminated soil around the car crusher. DEQ has also completed sediment and soil removals associated with a former boat repair facility called Hoy's Marina. There are several more boat marinas along Yaquina River needing assessment that are targeted in the brownfields application.

Due to the cities in Lincoln County being nestled between the coast range and the Pacific Ocean, there is a limited supply of developable land. Getting brownfields

assessed and redeveloped in this area is necessary to accomplish economic development plans and goals of the coalition partners. That's why DEQ supports the coalition application for a community-wide assessment grant, and encourages EPA to fund this grant and thereby provide much needed resources to address brownfields in Lincoln County.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Belyea', with a stylized flourish at the end.

David Belyea  
Acting Western Region Administrator

ec     Seth Sherry, OCWCOG  
       Mary Camarata, WR BF Coordinator  
       Gil Wistar, HQ BF Coordinator  
       Leonard Farr, Stantec

## Attachment A: Firm Leveraged Resources Documentation

1. Business Oregon Brownfield Redevelopment Fund Grant Contract

OREGON BUSINESS DEVELOPMENT DEPARTMENT  
BROWNFIELDS REDEVELOPMENT FUND  
GRANT CONTRACT

Project Name: OCWCOG Lincoln County Regional Brownfields Project

Project Number: NI7006

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD"), and the Oregon Cascades West Council of Governments ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$30,000.

"Grant Amount" means \$25,000.

"Project Closeout Deadline" means 90 days after the earlier of the actual Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 24 months after the date of this Contract.

**SECTION 2 - GRANT AWARD**

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified as a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

**SECTION 3 - DISBURSEMENTS**

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

#### SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (5) The Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.
  - (6) The Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
  - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

#### SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant moneys to retire any debt.
- B. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

**SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is an ORS Chapter 190 intergovernmental entity (council of governments), validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
  - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract for the financing and undertaking and completion of the Project.

## SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
  - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
  - (2) State labor standards and wage rates found in ORS chapter 279C.These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- D. [Reserved]
- E. Notifications. The Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- F. Project Completion Obligations. The Recipient shall:
  - (1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
  - (2) Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.
- G. Financial Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- H. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- I. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of three years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- J. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- K. Certified Firms. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The IFA encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- L. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

#### SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

#### SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract; however, this provision is not to be construed in a way that Recipient’s obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

#### SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
  - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
  - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
  - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD:                   Assistant Director for Infrastructure Finance Authority  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem OR 97301-1280

If to Recipient:           Community & Economic Development Planner  
Oregon Cascades West Council of Governments  
1400 Queen Ave SE Ste 205A  
Albany OR 97322-7092

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

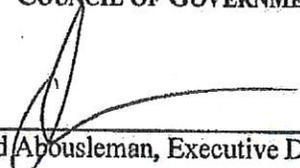


STATE OF OREGON  
acting by and through the  
Oregon Business Development Department

By:   
Chris Cummings, Assistant Director



OREGON CASCADES WEST  
COUNCIL OF GOVERNMENTS

By:   
Fred Abousleman, Executive Director

Date: 9/8/16

Date: 9/2/16

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

Exhibit A: General Definitions  
Exhibit B: Project Description  
Exhibit C: Project Budget

#### EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.185 through 285A.188, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 18 August 2016.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

#### EXHIBIT B - PROJECT DESCRIPTION

Recipient will complete the following integrated planning activities within three identified areas in the region – Newport, Lincoln City, and Toledo:

1. Construction of a comprehensive brownfields inventory of properties within each identified area; and
2. Hold at least one public workshop targeted at engaging property owners, business owners, neighborhood associations, public health and environmental justice advocates, realtors and elected officials.

Recipient shall provide OBDD with a summary report of its activities and outcomes.

**Exhibit C: Project Budget**

	<b>OBDD Funds</b>	<b>Other / Matching Funds</b>
Activity	Approved Budget	Approved Budget
Brownfields Inventory Planning Study	\$21,000	\$3,000
Public Outreach Activities	4,000	2,000
<b>Total</b>	<b>\$25,000</b>	<b>\$5,000</b>

## Attachment B: Letters of Commitment – Community-Based Organizations

1. Central Coast Land Conservancy
2. Centro de Ayuda
3. Concerned Citizens for Clean Air
4. Economic Development Alliance of Lincoln County (\$8,000 in-kind)
5. Housing Authority of Lincoln County (\$2,885 in-kind)
6. Mid-Coast Watersheds Council (\$700 in-kind)
7. Newport Chamber of Commerce (\$2,600 in-kind)
8. Toledo Chamber of Commerce



Oregon Cascades West Council of Governments  
Seth Sherry  
1400 Queen Ave.  
Albany, OR 97322

November 14, 2016

Dear Mr. Sherry:

The Board of Directors for Central Coast Land Conservancy supports the grant application to the U.S. EPA for Lincoln County Oregon. Our mission is to protect important lands on the central coast through conservation easements and stewardship.

The assessment of brownfields has the potential to improve air and water quality, making our community a healthier place for people and wildlife.

Sincerely,

A handwritten signature in cursive script that reads "Fran Recht".

Fran Recht, secretary

**CENTRO DE AYUDA**  
410 SW 9<sup>th</sup> St.  
Newport OR 97365



website  
<http://cdanewport.org>

---

[omarcdea@gmail.com](mailto:omarcdea@gmail.com)

Phone (541) 265-6216

December 14, 2016

Oregon Cascades West Council  
Of Governments  
Seth Sherry  
1400 Queen Avenue  
Albany, OR 97322

I am writing on behalf of the Housing Authority of Lincoln County to support your grant application to the U.S. EPA for brownfields assessment in Lincoln County. Centro de Ayuda believes that we need to improve the housing situation in many of our communities.

It is very important to better the housing situation as well as the services provided. Centro de Ayuda has collaborated with the Housing department of Lincoln County for many years. We usually offer support with the Spanish speaking community, offering translation and interpretation support.

We believe that every body on the community deserves to have decent housing. That is why we support this project.

Sincerely

A handwritten signature in black ink, appearing to read "Omar Antonio Hernandez". The signature is stylized and somewhat messy.

Omar Antonio Hernandez  
Executive Director

22 November 2016

Oregon Cascades West Council of Governments  
Seth Sherry  
1400 Queen Ave.  
Albany, OR 97322  
[ssherry@ocwcog.org](mailto:ssherry@ocwcog.org)

Mr. Sherry,

Our environmental group wishes to support the grant application to the U.S. EPA for brownfields assessment in Lincoln County.

We believe it is important to gain knowledge about sites in our county that may need revitalization and cleanup. We understand that the grant activities include inventory of sites, identifying priority sites, assessment activities, cleanup and reuse planning.

We expect this to lead to further funding for cleanup work and to restore sites, which will provide community wide benefit. We are also concerned about our watersheds and airsheds that experience impacts from old industrial uses.

We desire to be involved in future activities to ensure the success of this grant, whether it be serving on an advisory committee or providing our knowledge on sites to maximize citizen input.

Thank you for consideration of this grant request.



Maxine Centala, Director  
Concerned Citizens for Clean Air  
PO Box 375  
Seal Rock, OR 97376  
[www.concernedcitizensforcleanair.org](http://www.concernedcitizensforcleanair.org)

ECONOMIC DEVELOPMENT ALLIANCE OF LINCOLN COUNTY  
*Strengthening Lincoln County's economy. Attracting and supporting primary jobs.*

Post Office Box 716  
Newport, Oregon 97365

Oregon Cascades West Council of Governments  
Seth Sherry  
1400 Queen Ave.  
Albany, OR 97322

November 14, 2016

Dear Mr. Sherry:

The Economic Development Alliance supports the grant application to the U.S. EPA for brownfields assessment in Lincoln County. We believe it is important to gain knowledge about sites in our county that may need revitalization and cleanup.

The mission of our organization is to improve and strengthen the economy. We know that there are sites in our County in which further information is needed to assess them for their highest and best use.

We are concerned about blight in neighborhoods and wish to see this assessment done in the central county. We are also concerned about our environment and want to minimize impacts from old industrial uses.

We anticipate serving on an advisory committee, and generally offering assistance on this project. Our contribution will be equivalent to 5 hours a month, or 60 hours a year for three years. Along with our travel and other expenses, this contribution will make this a value of \$8,000.

Sincerely,

A handwritten signature in cursive script that reads "Caroline Bauman". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Caroline Bauman  
Executive Director

Mid-Coast Watersheds Council  
23 North Coast Highway  
Newport, Oregon 97365



*watersheds of:*

*SALMON RIVER, SILETZ RIVER, YAQUINA RIVER, ALSEA RIVER, YACHATS RIVER, AND OCEAN TRIBUTARIES*

November 16, 2016

Seth Sherry

Community & Economic Development Planner  
Oregon Cascades West Council of Governments

1400 Queen Ave, SE

Albany, OR 97322

Dear Mr. Sherry:

I am writing on behalf of the MidCoast Watersheds Council (MCWC) to confirm our commitment to be a coalition member with Oregon Cascades West Council of Governments (COG), Lincoln County, and the Cities of Newport and Toledo, Oregon, and other partners to secure funding for a 2017 U.S. Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment Grant. The MCWC whole-heartedly supports the funding application, and plans to participate in the inventory of potential brownfields. This grant opportunity will allow us to inventory, prioritize, and assess the brownfield sites in our community and support EPA's ongoing environmental cleanup and economic development efforts. We anticipate that MCWC staff will spend up to 20 hours participating in this project. We pledge to provide this staff time as an in-kind contribution to the project valued at up to \$700.

Together with our other coalition partners and community stakeholders we will participate in a comprehensive and coordinated look at sites within the area to facilitate safe clean up and reuse of affected properties. We look forward to participating in the implementation of this grant.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne Hoffman", with a long, sweeping underline.

Wayne Hoffman

Policy Director

MidCoast Watersheds Council



## GREATER NEWPORT CHAMBER OF COMMERCE

555 S.W. Coast Highway • Newport, Oregon 97365-4934  
(541) 265-8801 • FAX: (541) 265-5589 • 1-800-262-7844  
website: <http://www.newportchamber.org>  
e-mail: [chamber@newportnet.com](mailto:chamber@newportnet.com)

Oregon Cascades West Council of Governments

Seth Sherry

1400 Queen Ave.

Albany, OR 97322

November 15, 2015

Dear Mr. Sherry:

The Greater Newport Chamber of Commerce is a 501 C-6 organization which was incorporated in 1948. We represent a diverse business community with over 600 members in Newport and the Yaquina Bay region. We are writing this letter to express our support for the Economic Development Alliance of Lincoln County and their application for the U.S. EPA grant for Brownfields Assessment in Lincoln County.

GNCC is organized to unite the efforts of the citizens in promoting the civic, commercial, agricultural, tourist, marine and industrial welfare of the City of Newport and its surrounding economic area. An assessment under this grant program will identify areas that we need to work on to have land ready for commercial/industrial use.

As a private, voluntary, not-for-profit organization of business and professional people, who are dedicated to improving the economic environment of our community by fostering the development of business growth and prosperity, we feel that the pursuit of this grant is an activity that we strongly support. We would be pleased to have the opportunity to participate in a project advisory committee, and to aid in disseminating program information among our many members. In providing these services, we anticipate providing an in-kind contribution to the project of up to 65 hours, valued at \$2,600 (\$40/hr).

Please don't hesitate to contact us should you need further information.

Lorna Davis

Executive Director

Greater Newport Chamber of Commerce

[lorna@newportchamber.org](mailto:lorna@newportchamber.org)



November 17, 2016

Mr. Seth Sherry  
Community & Economic Development Planner  
Oregon Cascades West Council of Governments  
1400 Queen Ave SE  
Albany, OR 97322

Dear Mr. Sherry,

The Toledo (Oregon) Chamber of Commerce is pleased to lend its support to the application for funding from the U.S. Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment Grant. This grant opportunity will enable local partners to inventory, prioritize and assess the brownfield sites in our community and support EPA's ongoing environmental cleanup and economic development efforts.

Some potential sites in Toledo include properties that are traditional brownfields with real or perceived petroleum and/or hazardous substance contamination, as well as properties that are old and/or underutilized, such as the former Yaquina Bay Hotel (the only lodging facility in eastern Lincoln County), which closed in 2014. This downtown site is just one of many examples of eligible brownfield properties in need of assessment in our community. The grant would allow us to revitalize this and other properties by planning for redevelopment and reuse.

We support a comprehensive and coordinated analysis of sites in our community to facilitate safe cleanup efforts and reuse of affected properties. Toledo is a partner in many other regional initiatives, including several comprehensive grant/loan programs to fund improvements to privately held low and moderate income housing in Lincoln County. We look forward to participating in the implementation of this grant as a fully engaged partner.

Sincerely,

C. J. Drake  
President  
Toledo Chamber of Commerce

## Attachment C: Letter of Commitment – Government Partners

1. Business Oregon
2. Central Lincoln
3. Lincoln Soil and Water Conservation District (\$1,000 in-kind)
4. Oregon Health Authority – Public Health Division
5. Oregon State University Hatfield Marine Science Center
6. Port of Newport (\$5,250 in-kind)
7. Port of Toledo
8. Regional Solutions Office



December 15, 2016

Oregon Cascades West Council of Governments  
Cascades West Economic Development District  
Attn: Mr. Seth Sherry  
1400 Queen Avenue, S.E., Suite 205  
Albany, Oregon 97322

RE: Oregon Cascade West Council of Governments – FY 2017 Brownfields Coalition Assessment Grant Proposal

Dear Mr. Sherry:

I am writing to express my support on behalf of the Oregon Business Development Department (Business Oregon) for the Brownfields Community Wide Assessment Grant Proposal (Proposal) being submitted by the Oregon Cascades West Council of Governments (OCWCOG) on behalf of its coalition of partners (Coalition).

Over the past 30 years, the communities within the Yaquina River watershed (Region) located in Lincoln County have struggled through a multitude of economic disruptions resulting from rapid declines in their core natural resource based industries – fishing and forestry. Diversification of the region's economy is paramount as the area's rich natural beauty is also its greatest handicap severely limiting the amount of developable land available for both economic and community development. Lincoln County's small cities were especially hard hit by the 2008 economic downturn and recovery continues to be slow to occur. Vacant or underutilized industrial and commercial zoned properties are not only prevalent but also provide the greatest opportunity to "put back to work" previously productive lands with which to attract new, diverse industries – especially those resource-related industries with focus on marine science, advanced forest products and education. The Coalition's Proposal highlights the actions it will take to address not only environmental concerns associated with sites but also the outreach efforts necessary to engage and provide assistance to these communities such that social, health, and economic needs of all residents are provided with a path forward to creating vibrant sustainable communities with critically needed jobs. Moreover, this Proposal will allow OCWCOG and its Coalition partners to establish a robust regionwide brownfield revitalization program that utilizes a baseline of information already developed to ensure that concerns about contamination on a property do not pose a barrier to its productive reuse.

Business Oregon supports communities' economic planning efforts which lead to the creation of jobs through the redevelopment of employment lands. In particular, in 2016 through its Brownfields Program, Business Oregon assisted OCWCOG with \$25,000 integrated planning grant funding to identify, inventory and prioritize vacant, blighted and/or underutilized properties throughout the region. OCWCOG also utilized this funding assistance to continue its efforts to engage with residents to identify key community priorities; for example, the need to stimulate private investment and job creation, as well as, address unaffordable housing, homelessness, and food insecurity. Additionally, Business Oregon provided funding assistance for assessment and cleanup activities related to

infrastructure improvement projects taken on by the Ports of Newport and Toledo. Continued funding assistance through Business Oregon's brownfields program , especially for cleanup activities, is available for both public and private property owners. Furthermore, Business Oregon manages a number of public infrastructure and business financing programs which are available to assist with the redevelopment of properties and the building of capacity to attract, retain, and expand job creating businesses.

Business Oregon strongly supports and I sincerely hope that the U.S. Environmental Protection Agency (USEPA) approves funding for this proposal. I can be reached at (971) 239-9951 if you or the USEPA have any questions about the range and versatility of Business Oregon's business, infrastructure and brownfields financing programs.

Sincerely,



Karen Homolac  
Brownfields Program Specialist

December 7, 2016

Oregon Cascades West Council of Governments  
Attn: Mr. Seth Sherry  
1400 Queen Avenue  
Albany, OR 97322

Dear Mr. Sherry,

The Central Lincoln People's Utility District, Oregon's fourth-largest electric utility, serves much of Lincoln County, and would like to add its strong support for the application being made to the Environmental Protection Agency for grant funding for brownfield assessment in Lincoln County. Our utility is passionate about economic growth on Oregon's Central Coast, and we believe a diversified economy is best for our customers and the residents of the Central Coast. To that end, we are convinced that having clean industrial sites ready for reuse or redevelopment is crucial to future economic growth. As in most communities in the U.S., environmental practices and laws have changed over many years, and there may be harmful pollutants in the soils on some sites in Lincoln County. These must be addressed.

Due to the threat of earthquake-related flooding, Central Lincoln's Board of Directors recently took the financially difficult step of voting to move forward with relocating our main Operations Facility in South Beach to a new industrial site well above designated Tsunami Inundation Zones. This project will cost some \$28 million, requiring several rate increases. We have many customers who are impoverished; any rate increase impacts them greatly, but we provide a very critical service, and if that facility (warehouse, substation shop, meter shop, communications shop, operations, engineering, etc.) were to be flooded, we would be greatly delayed in restoring electricity in the event of a disaster.

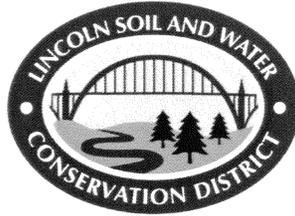
Once this facility is relocated next year, we will pursue the sale of the existing facility and industrial site, and are hopeful permanent local jobs will be created by a purchaser of the property. However, we are concerned the site may have environmental issues and may need to have remediation performed. We have owned the site for at least 60 years, and while we met or exceeded all environmental laws in place during those years, the laws have changed significantly over time. Should this grant be awarded, we would be very interested in participating in the brownfield assessment and revitalization program in order to evaluate the environmental condition of this property, and if necessary, contribute a match of funds required to complete an environmental assessment.

I encourage those considering this grant application to give it their strong support.

Sincerely,

*Chris Chandler*

Chris Chandler, CEcD  
Public Affairs Manager



23 N. Coast Hwy – Newport, OR 97365 – P: 541.265.2631 – F: 541.265.9351

November 16, 2016

Seth Sherry  
Community & Economic Development Planner  
Oregon Cascades West Council of Governments  
1400 Queen Ave, SE  
Albany, OR 97322

Dear Mr. Sherry:

I am writing on behalf of the Lincoln Soil and Water Conservation District (LSWCD) to confirm our commitment to be a coalition member with Oregon Cascades West Council of Governments (COG), Lincoln County, and the Cities of Newport and Toledo, Oregon, and other partners to secure funding for a 2017 U.S. Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment Grant. The LSWCD has been involved with efforts to clean up pollution sources in the county for decades. We whole-heartedly support the funding application, and we plan to participate in the inventory of potential brownfields. This grant opportunity will allow us to inventory, prioritize, and assess the brownfield sites in our community and support EPA's ongoing environmental cleanup and economic development efforts. We anticipate that LSWCD board members will volunteer up to 20 hours participating in this project. We pledge to provide this staff time as an in-kind contribution to the project valued at up to \$1,000.

Together with our other coalition partners and community stakeholders we will participate in a comprehensive and coordinated look at sites within the area to facilitate safe clean up and reuse of affected properties. We look forward to participating in the implementation of this grant.

Sincerely,

A handwritten signature in black ink, appearing to read "David Westgate".

David Westgate

Lincoln Soil and Water Conservation District



PUBLIC HEALTH DIVISION  
Center for Health Protection

Kate Brown, Governor

Oregon  
**Health**  
Authority

November 17, 2016

800 NE Oregon Street, Suite 640  
Portland, OR 97232  
Phone: (971) 673-0977  
Fax: (971) 673-0979  
TTY: (971) 673-0372

United States Environmental Protection  
Agency  
Office of Brownfields and Land Revitalization  
(MC5105-T)  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

Re: Support for Oregon Cascades West Council of Governments  
Coalition EPA Brownfield Funding

To Whom It May Concern:

I am writing on behalf of the Oregon Health Authority Public Health Division (OHA-PHD) to express our support for the Oregon Cascades West Council of Governments Coalition (the Coalition) in its effort to obtain funding under the EPA's Brownfield Program. The OHA-PHD Brownfield Initiative serves as a resource for public health data, collaborates with and assists local health departments and supports community involvement in brownfield efforts statewide. Brownfield properties present unique opportunities to change the built environment in ways that address health needs, health inequities, and improve health for all.

The Coalition recognizes that long-term economic decline disproportionately impacts the health of low-income communities, particularly the elderly, children, and racial and ethnic minorities. As the Coalition develops their inventory, public health stakeholder input will assist with prioritization of sites. From a health risk perspective, the OHA-PHD Environmental Health Assessment Program (EHAP) is available to assist with identifying and characterizing exposure risks through site-specific human health assessments.

The conditions in the places where people live, learn, work, and play affect a wide range of health risks and outcomes. For example, poverty limits access to healthy foods and safe neighborhoods and education is a predictor of better health. Differences in health are striking in communities with unstable housing, low income, unsafe neighborhoods, or substandard education. Through continued collaboration with the Lincoln County Health Department, the Oregon Cascades West COG Coalition, and by applying evidence based public health strategies, we can improve conditions and promote health.

We encourage the EPA to fund the Oregon Cascades West COG Coalition. Brownfield redevelopment efforts coordinated in collaboration with health partners' benefit from health perspective, expertise and valuable networks of partnerships in target communities. Please feel free to contact me with any questions regarding our support.

Respectfully,

Julie Sifuentes, MS  
Program Manager  
Assessment Unit  
Oregon Health Authority, Public Health Division



**Hatfield Marine Science Center**

Director's Office

2030 S.E. Marine Science Dr., Newport, Oregon 97365-5296

T 541-867-0212 | F 541-867-0444 | <http://hmsc.oregonstate.edu>

Email: [hmsc@oregonstate.edu](mailto:hmsc@oregonstate.edu)

Oregon Cascades West Council of Governments

Seth Sherry

1400 Queen Ave.

Albany, OR 97322

Dec. 12, 2016

Dear Mr. Mitchell:

As Director of the Hatfield Marine Science Center and a member of the Economic Development Alliance of Lincoln County (EDALC), I offer my support the grant application to the U.S. EPA for brownfields assessment in Lincoln County. I believe it is important to gain knowledge about sites in our county that may need revitalization and cleanup.

As an academic and research institution, we are very concerned about environmental stewardship, and recognize the strong need for proper environmental data, especially with respect to minimizing impacts from old industrial uses. We know that there are sites in our County for which further environmental information is needed to allow their redevelopment for their highest and best use.

As a member of EDALC, we are already assisting the Oregon Cascades West Council of Governments in raising awareness regarding this brownfield initiative. EDALC also played a large role in convening a public meeting on October 27, 2016 in Newport to inform the community regarding this initiative, and garner additional support for it.

Sincerely,

A handwritten signature in black ink that reads "Robert K. Cowen". The signature is written in a cursive style with a large initial "R".

Robert K. Cowen, Ph.D.

Director



600 S.E. BAY BOULEVARD

NEWPORT, OREGON 97365

(541) 265-7758

FAX (541) 265-4235

November 15, 2016

Seth Sherry  
Community & Economic Development Planner  
Oregon Cascades West Council of Governments  
1400 Queen Ave. SE, Suite 205A  
Albany, OR 97322

RE: Letter of Support for FY2017 EPA Brownfields Assessment Grant Application

Dear Mr. Mitchell:

The Port of Newport supports the grant application to the U.S. EPA for brownfields assessment in Lincoln County. We believe it is important to gain knowledge about sites in our county that may need revitalization and cleanup. This assessment is in line with the Port of Newport's goal to promote and support projects and programs in cooperation with other community organizations and businesses that will create new jobs and increase community economic development.

We understand that the grant activities include inventory of sites, identifying priority sites, assessment activities, and cleanup and reuse planning. We expect this to lead to further funding for cleanup work and to restore sites to a community wide benefit, rather than blight. We are concerned about blight in neighborhoods. We are also deeply concerned about our watersheds and waterways that experience impacts from old industrial uses.

The Port of Newport encourages the U.S. EPA to fund this enhancing opportunity for the greater Newport area. If awarded, one or more members of the Port of Newport will participate in a Brownfield Advisory Committee. It is our understanding that the OCWCOG intends to host Brownfields Advisory Committee meetings at a minimum of two times per year over the three-year grant period, for a total of six or more meetings. We also understand that there will be a number of community meetings to engage with, and educate the community regarding the project.

Our in-kind contributions are conservatively estimated at 25 hours of staff time per year, at an estimate of \$70 per hour. Over the three year grant period, our estimated contribution amounts to a value of (25 hours x \$70 x 3 years = \$5,250).

If you need further information please contact me at 541-265-7758 or [kgreenwood@portofnewport.com](mailto:kgreenwood@portofnewport.com). We look forward to partnering with OCWGOG and its coalition partners, and the Economic Development Alliance of Lincoln County on this endeavor to revitalize and transform our communities and our economy.

Sincerely,

Kevin M. Greenwood  
General Manager



Mike Kriz, President  
Rick Graff, Vice President  
Gregg Harrison, Secretary & Treasurer  
Chuck Gerttula, Commissioner  
Penny Ryerson, Commissioner  
Bud Shoemake, Port Manager

---

November 21, 2016

Seth Sherry  
Community & Economic Development Planner Oregon  
Cascades West Council of Governments 1400 Queen Ave, SE  
Albany, OR 97322

Dear Mr. Sherry:

The Port of Toledo supports the Lincoln County Economic Development Alliance grant application through 2017 U.S. Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment Grant. This grant opportunity will allow community partners to inventory, prioritize, and assess the brownfield sites in our community and support EPA's ongoing environmental cleanup and economic development efforts.

The purpose of Ports in Oregon is to create economic development and our Mission Statement states we will create economic development and quality jobs by retaining and growing businesses as well as protect and enhance the special quality of place and the quality of life for our port district's citizens. The Port has implemented this mission by completing a brownfields cleanup of a previously closed boatyard here in Toledo. We have reopened the yard and through an expansion project we are currently in the process of creating over 160 jobs state wide. We were only able to complete this project through grant support from the State of Oregon, Business Oregon IFA, Brownfields Program. We know that there are sites in Toledo and Lincoln County that should be assessed for their potential future uses. The grant would allow us to revitalize this and other properties by allowing planning for redevelopment and reuse to move forward.

We look forward to the economic growth possibilities implementation of the project will bring to Lincoln County. We support the Lincoln County Economic Alliance and its partner agencies as it works with community stakeholders to undertake a comprehensive and coordinated look at sites within the county to facilitate safe clean up and reuse of affected properties.

Sincerely,

A handwritten signature in blue ink that reads "Bud Shoemake".

Bud Shoemake  
Port Manager

---

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**REGIONAL SOLUTIONS OFFICE**  
**GOVERNOR KATE BROWN**

December 19, 2016

Fred Abousleman  
Oregon Cascades West Council of Governments  
1400 Queen Avenue SE  
Albany, OR 97332

Dear Mr. Abousleman,

We applaud Oregon Cascades West COG, The Confederated Tribes of the Siletz Indians, Lincoln County, and the cities of Newport and Toledo for collaborating on behalf of the region to work together to enhance the economy. These jurisdictions have track record of creating tools and developing resources to address brownfields in our area to make land more useable, available, and ready for redevelopment, which will go a long way to prepare for economic improvement.

The Regional Solutions program recognizes the need to make industrial and other land inside urban areas ready for growth and expansion. Our priorities support entrepreneurs and established companies by garnering the tools and support they need to grow and retain business in the region. The EPA Brownfields Assessment Grant will keep our regional partners in Lincoln County on the path to addressing those priorities. Converting brownfields into land ready and equipped for new housing, commercial, industrial, and public uses will help revitalize Oregon's rural economies.

To help spur investments that will grow our economy and ensure that our economic recovery reaches our region, we encourage EPA to support the Oregon Cascades West Council of Governments' grant request and we offer the Regional Solutions Team's collaborative assistance during the process of achieving brownfield goals throughout the area.

Respectfully,

*Jackie Mikalonis*

Jackie Mikalonis  
Regional Solutions Coordinator  
South Valley/Mid-Coast Region

Attachment D: Threshold Criteria

## **THRESHOLD CRITERIA FOR BROWNFIELDS COALITION COMMUNITY-WIDE ASSESSMENT GRANT**

### **1. Applicant Eligibility**

The Oregon Cascades West Council of Governments (RVCOG) is an intergovernmental entity established by authority of Oregon Revised Statute 190.003-190.110, and by agreement among its members, and has all the rights and privileges granted to a “general purpose unit of local government” as defined in 2 CFR 200.64. Documentation regarding OCWCOG eligibility is provided in Attachment E.

City of Newport, City of Toledo, and Lincoln County are “general purpose units of local government” as defined in 2 CFR Part 200.64. Confederated Tribes of the Siletz Indians is a federally recognized Indian Tribe. All of these coalition members are therefore eligible to receive U.S. EPA funds for Brownfields Assessment.

### **2. Community Involvement**

The Coalition has extensive previous experience incorporating community involvement into comprehensive planning and other projects, and has successfully engaged residents and stakeholder groups during a wide variety of projects. The Coalition will inform and involve the public during planning, implementation, and assessment activities funded by the U.S. EPA Community Wide Assessment Grant program.

In support of this grant application, the Coalition hosted public informational meetings on December 1, 2015, and October 27, 2016. These meetings, attended by private residents, business/property owners, social equity advocacy groups, environmental groups, and government partners/agencies, confirmed need for assessment grant funding to inventory, prioritize, and assess brownfield sites. During the meetings, participants discussed the community’s role in implementation of the grant, eligibility of potential projects, and community concerns, such as property owner stigmatization during the site inventory process. Community partners pledged to participate in community outreach efforts, form a Brownfields Advisory Committee (BAC), and assist with implementation of the grants. These commitments were then confirmed in the letters of support provided in Attachments B and C. We anticipate the BAC meeting a minimum of four times over the three year grant period, and the diverse interests of BAC members will ensure a transparent public process and committed input from the community during site identification, prioritization, assessment, visioning, and redevelopment planning. Upon award of grant funding, the Coalition will also hold an informational public kick off meeting. Throughout the project, Coalition partners will communicate project progress and information to residents via our respective websites, local newspaper, radio, and television. The Coalition will also ensure grant related materials are available in Spanish and other frequently spoken languages. All City/County programs, services, and meetings are accessible and compliant with the American with Disabilities Act.

## Attachment E: Documentation of Applicant Eligibility

1. Articles of Agreement – Oregon Cascades West Council of Governments
2. ORS 190 Statute
3. Email from Susan Morales, Brownfield Coordinator, U.S. Environmental Protection Agency, Region 10, Regarding OCWCOG's Eligibility as a Grant Applicant
4. Bylaws of the Oregon Cascades West Council of Governments
5. Oregon Cascades West Council of Governments Tax ID

# ARTICLES OF AGREEMENT

## OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

This Amended Intergovernmental Agreement is made and entered into on this 20<sup>th</sup> day of February 20, 2001, to supersede the original Articles of Agreement between the parties as has been amended, approved, and ratified since the initial execution of Articles of Agreement which established or provided for the governance of OREGON CASCADES WEST COUNCIL OF GOVERNMENTS and its predecessor agencies. This Agreement shall upon adoption supersede all previous Agreements which established or provided for the governance of the OREGON CASCADES WEST COUNCIL OF GOVERNMENTS and its predecessor agencies. The Council established by this Agreement shall assume all assets, liabilities, obligations, functions and authority heretofore vested in or assumed by the OREGON CASCADES WEST COUNCIL OF GOVERNMENTS. Nothing in this Agreement shall supersede agreements by any member or members to assume debt, responsibility or liabilities for specific obligations of the OREGON CASCADES WEST COUNCIL OF GOVERNMENTS.

### **Article I.**     **Name**

The name of this organization shall be OREGON CASCADES WEST COUNCIL OF GOVERNMENTS, hereinafter referred to as the "OCWCOG".

### **Article II.**     **Authorization**

The authorization for the establishment of this organization as an intergovernmental entity is set forth in the State of Oregon's Intergovernmental Cooperations Statutes (ORS 190.003 to 190.110 generally, and specifically ORS 190.010 (5), as currently existing and as amended hereafter) and by agreement of its members.

### **Article III.**     **Purposes**

OCWCOG has been formed to:

- A. Investigate and present information on issues involving the region's physical and social condition;
- B. Facilitate regional communication on issues of mutual interest;
- C. Provide staff resources for multi-jurisdictional planning programs;
- D. Provide staff for multi-jurisdictional program operation;
- E. Offer staff resources to local governments to carry out programs or activities when such an arrangement would be beneficial; and,
- F. Conduct, on behalf of member governments, federal and state programs of a single or multi-jurisdictional nature and/or impact.

**Article IV. Powers, Duties and Functions of the OCWCOG:**

Consistent with this agreement and state law, OCWCOG may:

- A. Issue revenue bonds under ORS 288.802 to 288.945 to accomplish the public purposes of the parties to the Agreement if, after a public hearing, the governing body of each of the units of local government that are parties to the Agreement approves, by resolution or order, the issuance of the revenue bonds;
- B. Enter into any agreements with vendors, trustees or escrow agents for the installment, purchase or lease with option to purchase of real or personal property if the period of time allowed for payment under an agreement does not exceed 20 years;
- C. Provide for refinancing outstanding obligations of the OCWCOG, including refinancing the existing debt obligation(s) for real property;
- D. Provide for financing of capital improvements for real property of the OCWCOG. Adopt all rules necessary to carry out OCWCOG powers and duties under the Intergovernmental Agreement; and,
- E. Undertake any and all powers and duties authorized by ORS 190.080

**Article V. OCWCOG Governing Board Membership**

- A. OCWCOG Representatives:
  - 1. Each member shall be entitled to one representative selected by and from members of its elected governing board to serve on the OCWCOG governing board, hereinafter referred to as “Board”;
  - 2. Each member shall be entitled to one alternate to represent the member in the absence of the representative on the governing board and any board or committee of the OCWCOG;
  - 3. The intent of the OCWCOG is to be a forum for elected representatives. However, if no elected official is available for a specific meeting, the representative or chief elected official in the absence of that representative of the member may assign a staff of that unit of local government to attend that meeting. Such appointed representative shall have all rights and responsibilities of the regular representative for that meeting. The delegation shall be made in writing for each meeting, and be presented to the Chair of the meeting; and,
  - 4. Representatives and alternates shall hold office until their successors are appointed by the governing board of the member.
- B. The following entities shall be eligible for membership in the OCWCOG:
  - 1. Any general purpose local government within Benton, Lincoln or Linn Counties;

2. Any special function governmental unit (e.g. port districts, public utility districts.) within Benton, Lincoln or Linn Counties;
  3. Any public educational institution or district within Benton, Lincoln or Linn Counties; and,
  4. Any federally recognized Indian Tribe within Benton, Lincoln or Linn Counties.
- C. An eligible unit of local government may become a member of the OCWCOG by adopting an ordinance endorsing the Articles of Agreement.
- D. An eligible special function unit may become a member by:
1. Adopting an ordinance endorsing the Articles of Agreement; and,
  2. Receiving an affirmative vote of a majority of the Board present at a regular meeting, accepting their request for membership.
- E. Termination of Membership in the OCWCOG:
1. Membership in the OCWCOG may be terminated by written notice to the Board no later than May 1, prior to the beginning of the fiscal year in which termination is sought; and,
  2. If the annual assessment of a member is not paid by January 31, of the fiscal year for which it is due, the Board may either terminate the membership of that member or grant an extension to, but not beyond June 30, of the fiscal year for which the assessment is due.

**Article VI. Powers, Duties & Functions of the Board**

- A. Enter into agreements with the United States, the State of Oregon, members of the OCWCOG, public or private agencies, foundations or corporations, and individuals for the purpose of obtaining funding or payment to carry out the objectives, programs and purposes of the OCWCOG;
- B. Own or lease equipment and other property in its own name;
- C. Adopt a budget in compliance with ORS 294.900 to 294.930 indicating the receipts and expenditures of the OCWCOG;
- D. Establish the amount of dues, fees and/or contract rates to be paid by each member, and inform each member of the amount of dues that will be assessed for the following fiscal year no later than two (2) weeks after a dues rate has been established;
- E. Seek and accept grants, gifts, loans, and donations in the name of the OCWCOG, a member(s), or other public or quasi-public agencies to carry out purposes of the OCWCOG or activities directed by the entity for whom the financial assistance is being provided;

- F. Make, adopt, and amend Rules of Procedure and/or Bylaws consistent with this Agreement;
- G. Appoint an Executive Director;
- H. Establish advisory committees;
- I. Adopt and authorize all advocacy positions of the OCWCOG; and,
- J. Take such other actions as are necessary to enable the OCWCOG to carry out those purpose and functions which are consistent with this Agreement and state law.

**Article VII. Officers**

The officers of the Board shall consist of a Chair, Vice-Chair, and Treasurer elected from among its members.

**Article VIII. Executive Committee**

- A. An Executive committee is hereby established, composed of the three officers of the OCWCOG and three at-large representatives;
- B. The Executive Committee shall act on administrative matters on behalf of the Board between meetings of the Board.
- C. Regular Executive Committee meetings shall be held every other month in the months a regular Board meeting is not to be held. A schedule of meetings for the year may be adopted at the first meeting of the Executive Committee in a calendar year. Special meetings may be called in accordance with the public meetings laws of the State of Oregon, as deemed necessary by the Chair or by any member of the Committee;

**Article IX. Organizational Procedures**

- A. The Board shall meet every other month. A calendar of meetings for the year shall be distributed in January of each year; and
- B. Executive Committee meetings shall be held every other month in the months a regular Board meeting is not scheduled to be held.

**Article X. Committees**

In order to carry out work of the Board, committees may be created by the Board. The purpose and scope of activity of each committee shall be outlined by and adopted by the Board.

**Article XI. Finance**

- A. Revenues of the OCWCOG shall be from member contributions, grants, gifts, donations, fees, contracts or other payment received for purposes consistent with OCWCOG

functions, work programs and budgets adopted by the Board and may be amended from time to time;

- B. Expenditures shall be to accomplish the purposes of the OCWCOG as described in the adopted work program consistent with the adopted budget;
- C. The fiscal year of the OCWCOG shall begin July 1, and end June 30, of the following year;
- D. A Finance Committee consisting of the Executive Committee and chairs of standing committees shall be responsible for financial matters of the OCWCOG;
- E. Each year, OCWCOG financial records shall be audited in accordance with state law, appropriate federal program guidelines, and generally accepted auditing standards;
- F. Pursuant to ORS 190.080(4) any party to this Agreement may, from time to time, assume responsibility for specific debts, liabilities or obligations of the OCWCOG. Nothing in this Agreement shall be construed as superceding prior agreements by any party to assume debts, responsibilities or obligations; and,
- G. From time to time the board may establish special funds for the purpose of accepting private grants, gifts, donations, or other payments, intended to support specific programs of the OCWCOG. Such special funds shall be administered as follows:
  - 1. Revenues earmarked for such funds are to be utilized solely for the operation of programs or its successor programs.
  - 2. In the event that the OCWCOG dissolves or discontinues the provision of the specific program, funds within these accounts shall pass to the successor agency(s) serving all or part of Linn, Benton and Lincoln Counties. In the event there is no successor agency, the funds will be transferred in three equal amounts to the agency deemed most appropriate by the Board to use the funds for purposes most consistent with the intent of the special program for which they were originally given.
  - 3. No amendment of this section of ARTICLE XI nor any change in the use of these separate funds shall be approved, except upon the approval of at least two-thirds of the Board representatives present at an official meeting of the entire Board.

**Article XII. Authority of Executive Director.**

In order to carry out the work of the OCWCOG as described in the adopted work program, the Executive Director is granted authority to employ staff, execute contracts, and take other actions as may be necessary to carry out the work, consistent with the Articles, Bylaws and the guidelines and directions of the Board.

### **Article XIII. Dissolution**

The OCWCOG may be dissolved at any time by a unanimous vote of all the parties to the Agreement.

- A. Upon dissolution of the OCWCOG, distribution of all assets of the OCWCOG shall be made to the current parties to the Agreement in the same proportion to the total dues assessment for the current fiscal years, as each party was individually assessed:
  - 1. However, any proceeds from the sale of an asset, the purchase liability of which was assumed by one or more parties, in accordance with ORS 190.080 (4), shall accrue to the parties originally liable, in proportion to their combined dues for the current fiscal year; or,
  - 2. In the event the liability was assumed in some specific manner/amount, the distribution of proceeds from the sale of the asset shall be made in the same specific manner proportional to the amount of the total liability originally assumed and/or specified in a separate agreement.
  
- B. Upon dissolution of the OCWCOG, any outstanding indebtedness or other liabilities of the OCWCOG shall be assumed by the parties to the agreement in the same proportion to the total dues assessment for the current fiscal year, as each party was individually assessed:
  - 1. However, any indebtedness or liability which was assumed by one or more parties, in accordance with ORS 190.080 (4), shall be borne by the parties so liable, in proportion to their combined dues; or,
  - 2. In the event the liability was assumed in some specific manner/amount, the remaining indebtedness or liability shall be borne in the same specific manner proportional to the amount of the total liability assumed.
  
- C. If during the course of operation a member government made some specific financial or asset contribution to the OCWCOG, for which the member was to be repaid or the asset returned, such repayment or return shall be made in full prior to the distribution of assets described in A above.

### **Article XIV. Amendments**

Amendments to the Articles of Agreement may be proposed at any meeting of the Board. A copy of the proposed amendment and the reasons for the amendment shall be presented to the Chair no less than sixty (60) days prior to the meeting at which the amendment is proposed to be adopted. The Chair shall provide a copy of the proposal to each representative at least thirty (30) calendar days prior to the meeting. Any amendment to the Articles of Agreement must be approved by a vote equal to one vote greater than a two-thirds majority of the representatives present and voting at a meeting of the OCWCOG, and then subsequently ratified by motion, resolution or ordinance approved individually by two-thirds plus one of the member agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the names of the respective member agencies by ordinance adopted by the governing bodies, signed by the Chief Executive, as appropriate, duly attested to by the respective clerk, recorder or secretary with the corporate seals of said member governments being duly attached thereto.<sup>1</sup>

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<sup>1</sup> As amended June 26, 1974; November 24-25, 1975; February 18, 1977; February 20, 1981; March 10, 1984; June 27, 1986; June 25, 1987; June 30, 1988; approved November 15, 1990, ratified February 16, 1991, amended May 16, 1991; amended November 12, 1992, ratified January 16, 1993; amended May 16, 1996, ratified August 21, 1996, amended September 21, 2000, ratified February 20, 2001.

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Statutes > Oregon > ORS Volume 5, Chapters 171 - 200 > ORS Chapter 190

## ORS Chapter 190

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Chapter 190 - Cooperation of Governmental Units; State Census; Arbitration

2009 EDITION

GOVERNMENT COOPERATION; CENSUS; ARBITRATION

MISCELLANEOUS MATTERS

INTERGOVERNMENTAL COOPERATION

(Generally)

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- 190.007 Policy; construction
- 190.010 Authority of local governments to make intergovernmental agreement
- 190.020 Contents of agreement
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#### INTERGOVERNMENTALCOOPERATION

(Generally)

**190.003Definitions for ORS 190.003 to 190.130.** As used in ORS 190.003 to 190.130, ÷unitof local government÷ includes a county, city, district or other publiccorporation, commission, authority or entity organized and existing understatute or city or county charter. [1967 c.550 §2]

**190.007Policy; construction.**In the interest of furthering economy and efficiency in local government,intergovernmental cooperation is declared a matter of statewide concern. Theprovisions of ORS 190.003 to 190.130 shall be liberally construed. [1967 c.550 §3]

**190.010Authority of local governments to make intergovernmental agreement.** A unit of localgovernment may enter into a written agreement with any other unit or units oflocal government for the performance of any or all functions and activitiesthat a party to the agreement, its officers or agencies, have authority toperform. The agreement may provide for the performance of a function oractivity:

- (1)By a consolidated department;
- (2)By jointly providing for administrative officers;
- (3)By means of facilities or equipment jointly constructed, owned, leased oroperated;
- (4)By one of the parties for any other party;
- (5)By an intergovernmental entity created by the agreement and governed by a boardor commission appointed by, responsible to and acting on behalf of the units oflocal government that are parties to the agreement; or
- (6)By a combination of the methods described in this section. [Amended by 1953c.161 §2; 1963 c.189 §1; 1967 c.550 §4; 1991 c.583 §1]

**190.020Contents of agreement.** (1) An agreement under ORS 190.010 shall specifythe functions or activities to be performed and by what means they shall beperformed. Where applicable, the agreement shall provide for:

- (a)The apportionment among the parties to the agreement of the responsibility forproviding funds to pay for expenses incurred in the performance of thefunctions or activities.

(b)The apportionment of fees or other revenue derived from the functions oractivities and the manner in which such revenue shall be accounted for.

(c)The transfer of personnel and the preservation of their employment benefits.

(d)The transfer of possession of or title to real or personal property.

(e)The term or duration of the agreement, which may be perpetual.

(f)The rights of the parties to terminate the agreement.

(2)When the parties to an agreement are unable, upon termination of the agreement,to agree on the transfer of personnel or the division of assets and liabilitiesbetween the parties, the circuit court has jurisdiction to determine that transferor division. [Amended by 1967 c.550 §5]

**190.030Effect of agreement.**(1) When an agreement under ORS 190.010 has been entered into, the unit oflocal government, consolidated department, intergovernmental entity oradministrative officer designated therein to perform specified functions oractivities is vested with all powers, rights and duties relating to thosefunctions and activities that are vested by law in each separate party to theagreement, its officers and agencies.

(2)An officer designated in an agreement to perform specified duties, functions oractivities of two or more public officers shall be considered to be holdingonly one office.

(3)An elective office may not be terminated by an agreement under ORS 190.010. [Amendedby 1967 c.550 §6; 1991 c.583 §2]

**190.040** [Amended by1953 c.182 §2; 1957 c.428 §1; repealed by 1963 c.189 §3]

**190.050Fees for geographic data; uses.** (1) An intergovernmental group mayimpose and collect reasonable fees based on market prices or competitive bids forgeographic data that have commercial value and are an entire formula, pattern, compilation, program, device, method, technique, process, database or systemdeveloped with a significant expenditure of public funds. An intergovernmentalgroup may enter into agreements with private persons or entities to assist withmarketing such products. Notwithstanding any other provision of law,intergovernmental group software product programming source codes, object codesand geographic databases or systems are confidential and exempt from publicdisclosure under ORS 192.502. Nothing in this section authorizes anintergovernmental group to restrict access to public records through inclusionof such records in a geographic database or system.

(2)Fees collected under subsection (1) of this section shall be used:

(a)For maintenance of the formula, pattern, compilation, program, device, method,technique, process, database or system; and

(b)To provide services through the formula, pattern, compilation, program, device,method, technique, process, database or system to public bodies paying a service charge to the intergovernmental group.

(3)As used in this section, ñintergovernmental groupö means two or more units oflocal government that have entered into a written agreement under ORS 190.010. [1991c.335 §2]

**190.070Agreement changing service responsibilities requires changes in tax coordinationresulting from change.** (1) If any agreement entered into under ORS 190.010to 190.030 or 190.110 between or among units of local government includeschanges in service responsibility, that agreement shall set forth any changesin tax coordination resulting from the change in service responsibility.

(2)This section applies to agreements entered into after September 29, 1991, andbefore January 1, 1996. [1991 c.396 §9; 1993 c.424 §3]

**Note:** 190.070 was enacted into law by the Legislative Assembly but was not added to or made apart of ORS chapter 190 or any series therein by legislative action. SeePreface to Oregon Revised Statutes for further explanation.

**190.080Powers of intergovernmental entity created by intergovernmental agreement;limits; debts of entity; procedure for distribution of assets; rules.** (1) Anintergovernmental entity created by an intergovernmental agreement under ORS190.010 may, according to the terms of the agreement:

(a)Issue revenue bonds under ORS chapter 287A or enter into financing agreementsauthorized under ORS 271.390 to accomplish the public purposes of the parties to the agreement, if after a public hearing the governing body of each of theunits of local government that are parties to the agreement approves, by resolution or order, the issuance of the revenue bonds or entering into the financing agreement;

(b)Enter into agreements with vendors, trustees or escrow agents for theinstallment purchase or lease, with option to purchase, of real or personalproperty if the period of time allowed for payment under an agreement does notexceed 20 years; and

(c)Adopt all rules necessary to carry out its powers and duties under theintergovernmental agreement.

(2)Except as provided in ORS 190.083, an intergovernmental entity may not levytaxes or issue general obligation bonds.

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(3) The debts, liabilities and obligations of an intergovernmental entity shall be, jointly and severally, the debts, liabilities and obligations of the parties to the intergovernmental agreement that created the entity, unless the agreement specifically provides otherwise.

(4) A party to an intergovernmental agreement creating an intergovernmental entity may assume responsibility for specific debts, liabilities or obligations of the intergovernmental entity.

(5) Any moneys collected by or credited to an intergovernmental entity shall not accrue to the benefit of private persons. Upon dissolution of the entity, title to all assets of the intergovernmental entity shall vest in the parties to the intergovernmental agreement. The agreement creating the entity shall provide procedure for:

(a) The disposition, division and distribution of any assets acquired by the intergovernmental entity; and

(b) The assumption of any outstanding indebtedness or other liabilities of the entity by the parties to the intergovernmental agreement that created the entity.

(6) An intergovernmental entity created by intergovernmental agreement under ORS 190.010 may be terminated at any time by unanimous vote of all the parties to the intergovernmental agreement or as provided by the terms of the agreement. [1991 c.583 §4; 2001 c.840 §3; 2003 c.195 §7; 2007 c.783 §71]

**190.083 County agreements for transportation facilities.**

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Local Reverse Mortgage experts check your eligibility online

[Buick Official Site](http://www.Buick.com/ExperienceBuick) [www.Buick.com/ExperienceBuick](http://www.Buick.com/ExperienceBuick)

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## Magnusson, Nate

---

**From:** Sauze, Marc  
**Sent:** Tuesday, December 15, 2015 12:34 PM  
**To:** Magnusson, Nate  
**Subject:** FW: Eligibility Question - Oregon Cascades West Council of Governments

### Marc Sauze PE

Business Center Sector Lead  
Stantec  
11130 NE 33<sup>rd</sup> Place, Suite 200  
Bellevue, WA 98004

Office: 425.869-9448 x 172 Cell: 425-894-2329  
[marc.sauze@stantec.com](mailto:marc.sauze@stantec.com)



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[stantec.com](http://stantec.com)



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**From:** Morales, Susan [<mailto:Morales.Susan@epa.gov>]  
**Sent:** Wednesday, November 04, 2015 3:30 PM  
**To:** Sauze, Marc  
**Cc:** Gdak, Chris; Farr, Leonard  
**Subject:** RE: Eligibility Question - Oregon Cascades West Council of Governments

Marc,

Council of governments are generally considered eligible to apply for Brownfield Assessment, Revolving Loan Fund, and Cleanup grants. You will want to ensure that you can reference the governmental code that gives the OCWCoG its' authority, and to have on hand the resolutions/bylaws etc. that confirm the organization's jurisdiction and membership should there be any questions.

---

**SUSAN MORALES | BROWNFIELD COORDINATOR**  
**ENVIRONMENTAL CLEANUP OFFICE | U.S. ENVIRONMENTAL PROTECTION AGENCY | REGION 10**  
1200 SIXTH AVE. SUITE 900 (ECL-122)  
SEATTLE, WA 98101  
P: (206) 553-7299 | F: (206) 553-0124  
[MORALES.SUSAN@EPA.GOV](mailto:MORALES.SUSAN@EPA.GOV) | [HTTP://YOSEMITE.EPA.GOV/R10/CLEANUP.NSF/SITES/BF](http://YOSEMITE.EPA.GOV/R10/CLEANUP.NSF/SITES/BF)

---

**From:** Sauze, Marc [<mailto:Marc.Sauze@stantec.com>]  
**Sent:** Wednesday, November 04, 2015 3:09 PM

**To:** Morales, Susan  
**Cc:** Gdak, Chris; Farr, Leonard  
**Subject:** Eligibility Question - Oregon Cascades West Council of Governments

Hello Susan,

Stantec has been selected to assist the Oregon Cascades West Council of Governments (OCWCOG based in Albany, OR) apply for a coalition assessment grant.

Based on a review of the *Fiscal Year 2016 Frequently Asked Questions for Brownfields Assessment, Revolving Loan Funds, and Cleanup Grants Section III Q.12* (provided below), it would appear that the OCWCOG is eligible because they fit the description of a 'regional council of governments'.

### III. APPLICANT ELIGIBILITY

#### Q12. Who is eligible to apply for the Brownfields grants?

A12. The Brownfields law defines entities eligible to receive grants, based on the type of grant requested:

- *Assessment and RLF grants* – eligible entities include: state, local, and tribal governments (with the exception of Indian tribes in Alaska), as well as a range of government entities, including general purpose unit of local governments, land clearance authorities or other quasi-governmental entities operating under the control, supervision, or as agents of local governments, governmental entities or redevelopment agencies created or sanctioned by a State, and regional council of governments. Alaska Native Regional Corporations and Alaska Native Village Corporations, as those terms are defined in the Alaska Native Claims Settlement Act, and the Metlakatla Indian community are eligible

Can you confirm that the OCWCOG is in fact an eligible applicant and that no further supporting documentation is required to support their eligibility?

Thank You

#### Marc Sauze PE

Business Center Sector Lead  
Stantec  
11130 NE 33<sup>rd</sup> Place, Suite 200  
Bellevue, WA 98004

Office: 425.869-9448 x 172 Cell: 425-894-2329  
[marc.sauze@stantec.com](mailto:marc.sauze@stantec.com)



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## BYLAWS

### OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

ADOPTED March 15, 2001.

Amended March 18, 2010

The Oregon Cascades West Council of Governments is an intergovernmental entity established by parties to an intergovernmental agreement under the authority of the State of Oregon's Intergovernmental Cooperation Statutes ORS 190.003 to 190.110 generally, and specifically ORS 190.010 (5), and formalized by Articles of Agreement most recently adopted March 15, 2001.

#### **1. Purpose and Objectives**

These Bylaws are adopted by the Oregon Cascades West Council of Governments (OCWCOG) to facilitate the business of OCWCOG and to assist OCWCOG in meeting those purposes set forth in the Articles of Agreement. In the case of any conflict between the Articles of Agreement and these Bylaws, the Articles of Agreement shall prevail.

#### **2. Organizational Procedures**

- 2.1. Pursuant to the Articles of Agreement the Board shall generally meet at least every other month and a calendar of meetings for the year shall be distributed in January of each year. Regular meetings of the Board shall be held in the Albany office known as Cascades West Center. However, by decision of the Chair or Board, a meeting may be held elsewhere. If the meeting is to be held at another location a notice indicating the location shall be mailed to each representative at least 20 days in advance of the meeting.
- 2.2. A quorum shall consist of thirty-three percent (33%) of the members of the Board. A quorum is required for official action at any regularly scheduled meeting.
- 2.3. Special meetings may be called by the Chair or by three members of the Board. At least seven (7) calendar days' notice shall be given to the membership for special meetings. A quorum, consisting of a simple majority of the members of the Board, shall be required for official action at special meetings.
- 2.4. Each representative, alternate or appointed representative, shall be entitled to one vote on matters before the Board. Proxy voting will not be allowed.
- 2.5. Meetings shall be held in compliance with State public meeting requirements.
- 2.6. Except as otherwise provided in the Bylaws, a simple majority of the representatives present and voting shall be sufficient to decide a question before the Board.

- 2.7. Unless otherwise specified, Roberts Rules of Order Revised shall govern the proceedings of the meetings of the Board; the chair shall have the privilege of determining proper procedures.
- 2.8. If a representative requests a written ballot vote on any issue before the Board, such request shall be granted.
- 2.9. In all cases, Board meetings shall be held in accordance with the Oregon Public Meetings Law.

### **3. Officers**

- 3.1. Pursuant to the Articles of Agreement the officers of the Board shall consist of a Chair, Vice-Chair and Treasurer elected from among its members.
- 3.2. Duties:
  - 3.2.1. Chair: The Chair shall preside at all Board meetings, shall appoint the members and chairs of all committees, except as otherwise provided herein, and shall be a non-voting ex-officio member of all committees of OCWCOG. The Chair is the sole official spokesperson of the Board on all matters of policy and position, unless this responsibility is delegated in writing to another member of the Board, a member of a committee appointed by the Board, or a member of the staff of OCWCOG;
  - 3.2.2. Vice-Chair: In the absence of the Chair, the Vice-Chair shall execute all the powers of the Chair; and,
  - 3.2.3. Treasurer: The Treasurer shall preside at the Finance and Budget committee meetings. The Treasurer shall review with the Executive Director and Financial Manager the financial statements of the COG prior to each Board meeting, and then present a summary of the financial statement at the Board meeting.
- 3.3. The Chair, Vice-Chair and Treasurer shall be residents of different Counties.

### **4. Election of Officers**

- 4.1. An election for Chair, Vice-Chair and Treasurer shall be held at the January meeting of the Board in odd numbered years.
- 4.2. In November or December of each even numbered year, the Chair shall appoint a nominating committee to propose candidates for Chair, Vice-Chair and Treasurer.
- 4.3. Nominations for Chair, Vice-Chair or Treasurer may be made from the floor. Candidates receiving a simple majority vote of those members present at the meeting shall be declared elected. Persons elected as Chair, Vice-Chair or Treasurer may hold these offices for two consecutive two-year terms. At-large representatives may succeed themselves for any number of terms.

- 4.4. Persons nominated for office may not represent a member government located in the same county as the current holder of that office, with the exception of a current office holder who is eligible for re-election to that office. For example: if the current Chair is from Linn County, those nominated to replace the current Chair must not represent a Linn County member government.
- 4.5. The Vice-Chair shall complete the unexpired term of the chair when a vacancy in the office of chair occurs. A vacancy in either the office of Vice-Chair or Treasurer shall be filled by election at the next regular meeting of the Board.

## **5. Executive Committee**

- 5.1. Pursuant to the Articles of Agreement the Executive Committee shall be composed of the Chair, Vice-Chair Treasurer and three (3) at-large representatives of Board members, one from each County.
- 5.2. In odd numbered years at the January meeting, members shall caucus by County to nominate and elect at-large representatives. At-large representatives may succeed themselves for any number of terms. If a county At-large representative is no longer available to serve on the Executive Committee for any reason, a caucus of that county's members present shall be held at the next regular meeting of the Board to select a new At-large representative from that county. Since time is of the essence, a notice period is not required for this action, however, when possible a 30-day notice shall be provided of the need to select a new county At-large representative.
- 5.3. Pursuant to the Articles of Agreement the purpose of the Executive Committee shall be to act on administrative matters on behalf of the Board between meetings of the Board. Administrative matters may include, but not be limited to review and/or approval of financial matters, contracts, agreements, grants and program reports presented by staff. The Executive Committee may also review and comment on lobbying plans presented by OCWCOG Committees, develop Board agendas, and take similar action of a non-policy making nature.
- 5.4. Pursuant to the Articles of Agreement regular Executive Committee meetings shall be held in the months a regular Board meeting is not scheduled and a schedule of meetings for the year shall be adopted at the first meeting of the Executive Committee in a calendar year. Pursuant to the Articles of Agreement special meetings may be called as deemed necessary by the Chair or by any member of the Executive Committee.
- 5.5. A quorum shall consist of four (4) members. In the event of a tie vote on any matter, the Executive Committee shall refer the matter to the Board without recommendation.
- 5.6. Three members of the Executive Board voting in the affirmative are required to approve a motion of the Executive Board.
- 5.7. In the event the Executive committee wishes to poll the membership on specific issue, it may hold a mail poll for this purpose. Members shall be sent poll materials by certified mail and shall have fifteen (15) days to return the poll information.

## **6. Standing Committees**

- 6.1. In order to carry out the work of the Board, the standing committees set forth in section 6.4 are created by the Board Pursuant to the Articles of Agreement.
- 6.2. All standing committees created by the Board shall facilitate the work of the Board and are advisory to the Board.
- 6.3. No standing committee may take any action independent of the authority granted in writing to the committee by the Board, however should a special circumstance occur requiring immediate action, the Chair of a standing committee may request the Executive Committee's approval for waving this provision. If such approval is granted, the standing committee's Chair shall report on the action taken at the next Full Board meeting. If the Full Board does not concur with the action taken, every effort will be made to reverse the action.
- 6.4. Standing Committees are:
  - 6.4.1. Cascades West Area Commission on Transportation
  - 6.4.2. Community and Economic Development Committee
  - 6.4.3. Senior Service Advisory Committee
  - 6.4.4. Disability Services Advisory Committee
  - 6.4.5. Finance Committee
  - 6.4.6. Loan Program Advisory Committee
  - 6.4.7. Transportation Brokerage Advisory Committee
- 6.5. Each standing committee shall develop bylaws for their operation. Committee bylaws and any amended thereto must be approved by Board to become effective.
- 6.6. When deemed appropriate, the Board may create or dissolve a standing committee.

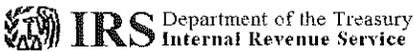
## **7. Special Committees and Task Forces**

The Board may, from time to time, authorize and appoint special committees or task forces. Committees and task forces shall exist at the pleasure of the Board and may establish a mission, rules, and/or bylaws for action to be approved by the Board.

## **8. Amendments**

Amendments to the Bylaws may be made at any meeting of the Board. A copy of the proposed amendment and the reason for the amendment shall be presented to the Chair not less than sixty (60) days prior to the meeting at which the amendment is proposed to be adopted. The Chair shall provide a copy of the proposal to each representative at least thirty (30) calendar days prior to the meeting. Any amendment to the Bylaws must be approved by a vote equal to one vote greater than a simple majority of the current membership of OCWCOG.

*(Revised 3/18/2010)*



P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248564843  
June 07, 2011 LTR 4076C E0  
93-0584306 000000 00

00016821  
BODC: TE

OREGON CASCADES WEST COUNCIL OF  
GOVTS  
1400 QUEEN AVE SE STE 201  
ALBANY OR 97322



058532

Federal Identification Number: 93-0584306  
Person to Contact: Ms. Osborne  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

#### GOVERNMENTAL UNITS

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

#### ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

#### TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

## Attachment F: Letters of Commitment – Coalition Partners

1. City of Newport (\$7,200 in-kind)
2. City of Toledo (\$8,400 in-kind)
3. Confederated Tribes of the Siletz Indians (\$7,500 in-kind)
4. Lincoln County (\$5,265 in-kind)

CITY OF NEWPORT  
169 SW COAST HWY  
NEWPORT, OREGON 97365  
  
COAST GUARD CITY, USA



phone: 541.574.0629  
fax: 541.574.0644  
<http://newportoregon.gov>  
  
mombetsu, japan, sister city

November 10, 2016

Seth Sherry  
Community & Economic Development Planner  
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS  
1400 Queens Avenue, SE Albany, OR 97322

Dear Mr. Sherry:

On behalf of the City of Newport, Oregon, I would like to confirm our commitment to work with the Oregon Cascades West Council of Governments (COG), Lincoln County and the City of Toledo, Oregon, to secure funding for a 2017 US Environmental Protection Agency (EPA) County-wide Brownfields Assessment Grant. Our commitment began with the assignment of Associate Planner Rachel Cotton as the Newport staff representative for this initiative. Ms. Cotton will work with the COG and other Coalition partners to assess brownfields in our community. She is prepared to actively participate on a brownfield advisory committee (should one be formed), and will dedicate her time and expertise, where appropriate, to help the partners identify, inventory, and select sites that would be eligible for assessment under this program. We anticipate that over the life of the three-year grant, Ms. Cotton will spend as much as 120 hours on this important project. This in-kind contribution to the project is valued at \$7,200 (120 hours @ \$60/hr).

A comprehensive process to evaluate various brownfield sites was recently initiated using a \$25,000 grant from Business Oregon, but additional funding to continue this work is not available. An EPA grant is essential to continuing this initiative to improve liability for all Newport residents. This initiative is particularly important for the City of Newport (City), which has a large number of obsolete commercial, and light industrial buildings in its City Center where the extent of contamination in the ground and in building materials is unknown. Identifying the nature and extent of contamination is a critical issue for the City, since the available land for development is very limited, making the reuse of the existing developed land a high priority for the City.

The City has a great and constructive working relationship with Lincoln County, City of Toledo and the COG. We are encouraged by the possibility of receiving this funding to help spur redevelopment on brownfield sites within the City of Newport, City of Toledo and Lincoln County.

Respectfully,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is written over a light blue horizontal line.

City Manager, Spencer R. Nebel City of Newport



City of Toledo  
Toledo, Oregon

December 2, 2016

Mr. Seth Sherry  
Community & Economic Development Planner Oregon Cascades  
West Council of Governments 1400 Queen Ave, SE  
Albany, OR 97322 Dear Mr. Sherry:

Toledo, Oregon confirms its commitment to be a coalition member with Oregon Cascades West Council of Governments (COG), Lincoln County, the City of Newport, Oregon, and the confederated Tribes of Siletz Indians (Coalition) to secure funding for a 2017 U.S. Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment Grant. The City whole-heartedly provides its support for the funding application, and for implementation of the grant once received. This grant opportunity will allow us to inventory, prioritize, and assess the brownfield sites in our community and support EPA's ongoing environmental cleanup and economic development efforts. We anticipate that City of Toledo staff will spend up to 120 hours participating in this project. We pledge to provide this staff time as an in-kind contribution to the project valued at \$8,400 (120 hours @ \$70 per hour).

Some potential sites in Toledo include properties that are traditional brownfields with real or perceived petroleum and/or hazardous substance contamination, as well as properties that are old and/or underutilized, such as the Yaquina Bay Hotel, the only hotel in Toledo, which closed its doors in 2014. The hotel property is just one of many examples of brownfield properties eligible and in need of assessment in our community. The grant would allow us to revitalize this and other properties by allowing planning for redevelopment and reuse to move forward.

Together with our other coalition partners and community stakeholders we will undertake a comprehensive and coordinated look at sites within our city to facilitate safe clean up and reuse of affected properties. Toledo is a partner in many other regional initiatives, including several comprehensive grant/loan programs to fund improvements to privately held low and moderate income housing throughout the County. We look forward to participating in the implementation of this grant as a fully active partner.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Martin".

Craig Martin, ICMA-CM  
City Manager Pro Tem



## Confederated Tribes of Siletz Indians Tribal Council

P.O. Box 549 Siletz, Oregon 97380  
(541) 444-8203 • 1-800-922-1399 ext. 1203 • FAX: (541) 444-8325

December 2, 2016

Oregon Cascades West Council of Governments  
Attn: Seth Sherry  
1400 Queen Ave, SE  
Albany, OR 97322

Dear Mr. Sherry:

The Confederated Tribes of the Siletz Indians (CTSI) Tribal Council is pleased to confirm its commitment to be a coalition member with Oregon Cascades West Council of Governments (COG), Lincoln County, and the cities of Newport and Toledo, Oregon (Coalition) to secure funding for a 2017 U.S. Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment Grant. We are excited to think about the tremendous impact that having a brownfield program in the area will have. We look forward to working with our partners in addressing the many impacts of brownfields that our community is experiencing.

One of our high priorities is water quality. We have seen the impacts of industrial use of lands along the Yaquina River. We would like to see brownfields along the river given priority for environmental assessment and reuse planning.

We own a 70-acre former lumber mill property located along the Yaquina River. Limited environmental site assessment work has been performed on the property, and has identified contamination including wood treating chemicals. We produced a master plan for the property in 2005. Our vision for the property described in the master plan is to have it fully redeveloped with some combination of wetlands, marine focused activities, an area for small business enterprises, renewable energy facilities (wind/solar/wave), and perhaps greenhouses that produce fresh vegetables for local markets. If selected by the Coalition to receive environmental site assessment or reuse planning funding (and we hope it will), we expect that CTSI could provide some matching funds to supplement grant dollars.

We look forward to working closely with our coalition partners in successfully implementing the grant once received. This grant opportunity will allow very important work, work that has long been neglected, to take place, including identification and prioritization of our many brownfields, environmental site assessments to evaluate whether contamination is real or simply perceived, and finally reuse planning that will demonstrate the vast redevelopment potential of our brownfields. We anticipate that CTSI staff (primarily Stewart Brannen, the Chief Executive Officer of the Siletz Tribal Business Corporation) will spend up to 100 hours participating in this project. We pledge to provide this staff time as an in-kind contribution to the project valued at \$7,500 (100 hours @ \$75 per hour).

Please feel free to contact me at 541-270-5017 if you have any questions or require additional information.

Sincerely,

  
Delores Pigsley  
Tribal Chairman



**Bill Hall**  
**County Commissioner**

Courthouse, Room 110  
225 W. Olive Street  
Newport, Oregon 97365  
(541) 265-4100  
FAX (541) 265-4176

December 13, 2016

Seth Sherry  
Community & Economic Development Planner  
Oregon Cascades West Council of Governments  
1400 Queen Ave, SE  
Albany, OR 97322

Re: Letter of Support

Dear Mr. Sherry:

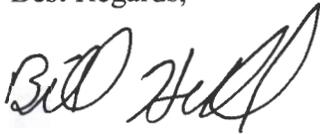
Lincoln County, Oregon confirms its commitment to be a coalition member with Oregon Cascades West Council of Governments (COG), Confederated Tribes of Siletz Indians (Siletz Tribe) and the Cities of Newport and Toledo, Oregon (Coalition) to secure funding for a 2017 U.S. Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment Grant. The County will provide our complete support for the funding application and implementation of the grant once received. Wayne Belmont, County Counsel, will be taking the lead on the initiative, and will ensure sufficient staff is dedicated to the project to ensure its success. We anticipate participating in a brownfield advisory committee, and playing a key role in identifying and selecting brownfield sites for participation in the project. We estimate that our participation in the project will include approximately 81 hours at an average rate of \$65 per hour equaling \$5,265 that we pledge as an in-kind contribution to the project.

Many historical lumber mills and other industrial sites are located in unincorporated areas of Lincoln County, and we would very much like to see these sites made "shovel ready" for new industrial or commercial enterprises that will provide jobs and other economic development benefits to our community. We have already preliminarily identified several brownfields within the unincorporated areas of the County, including a large site of a former wrecking yard and salvage operation (King Salvage) that will soon be acquired by the County through completion of the tax foreclosure process. This site is a prime example of what the grant can accomplish; providing for a determination of the existing levels of contamination, scoping of the cleanup required to remediate the problems, and moving forward on planning for redevelopment and reuse of the property. Stormwater runoff from the King Salvage site enters a tributary of

Beaver Creek, which is a known spawning location for endangered salmon species. Beaver Creek in turn discharges to the Yaquina River.

Together with our other coalition partners and community stakeholders, we will undertake a comprehensive and coordinated look at sites within the County to facilitate assessment and reuse of these properties. Lincoln County has worked on numerous projects with our coalition partners in the past, including several comprehensive grant/loan programs to fund improvements to privately held low and moderate income housing throughout the County. The County has also worked with the COG on numerous grants. We look forward to participating in the implementation of this grant as a fully active partner.

Best Regards,

A handwritten signature in black ink, appearing to read "Bill Hall". The signature is fluid and cursive, with the first name "Bill" and the last name "Hall" clearly distinguishable.

Bill Hall, Chair  
Lincoln County Board of Commissioners

**Application for Federal Assistance SF**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text" value="12/20/2016"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

**State se Only**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

**A L CANT NFORMAT ON**

* a. Legal Name: <input type="text" value="Oregon Cascades West Council of Governments"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="93-0584306"/>	* c. Organizational DUNS: <input type="text" value="1497040900000"/>

**d Address**

* Street1: <input type="text" value="1400 Queen Avenue SE, Suite 201"/>
Street2: <input type="text"/>
* City: <input type="text" value="Albany"/>
County/Parish: <input type="text"/>
* State: <input type="text" value="OR: Oregon"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="97332-6798"/>

**e Organi ational nit**

Department Name: <input type="text"/>	Division Name: <input type="text"/>
---------------------------------------	-------------------------------------

**f Name and contact information of person to be contacted on matters involving this application**

Prefix: <input type="text"/>	* First Name: <input type="text" value="Seth"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Sherry"/>	
Suffix: <input type="text"/>	

Title: <input type="text"/>
-----------------------------

Organizational Affiliation: <input type="text"/>
--

* Telephone Number: <input type="text" value="541.924.8430"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email: <input type="text" value="ssherry@ocwcog.org"/>
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**Application for Federal Assistance SF**

**9 Type of Applicant 1 Select Applicant Type**

E: Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**10 Name of Federal Agency**

Environmental Protection Agency

**11 Catalog of Federal Domestic Assistance Number**

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

**1 Funding Opportunity Number**

EPA-OLEM-OBLR-16-08

\* Title:

FY17 Guidelines for Brownfields Assessment Grants

**13 Competition identification Number**

NONE

Title:

**1 Areas Affected by ro ect Cities Counties States etc**

Add Attachment

Delete Attachment

View Attachment

**1 Descriptive Title of Applicant s ro ect**

Brownfields assessment grant funds will be used to develop a brownfield inventory, conduct Phase I and II ESAs, prepare cleanup/reuse plans, conduct AWP, and perform public outreach.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF**

**1 Congressional Districts Of**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17 Proposed Project**

\* a. Start Date:

\* b. End Date:

**1 Estimated Funding**

* a. Federal	<input type="text" value="600,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="25,000.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="625,000.00"/>

**19 Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**20 Is the Applicant Delinquent On Any Federal Debt? If Yes, Provide Explanation in Attachment**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**1 By signing this application, I certify that the statements contained in the list of certifications and that the statements herein are true, complete and accurate to the best of my knowledge, also provide the required assurances, and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. 5 U.S.C. Code Title 5, Section 1001.**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed: